

General Terms and Conditions

www.calida.com

THESE GENERAL TERMS AND CONDITIONS SET OUT THE BASIS ON WHICH WE MAY SELL GOODS TO YOU. PLEASE READ THESE TERMS CAREFULLY.

WE DRAW YOUR ATTENTION TO YOUR WITHDRAWAL RIGHT IN ARTICLE 4 AND THE LIMITS OF OUR LIABILITY IN ARTICLE 12.

1. Subject matter and scope

- (1) These General Terms and Conditions apply for all orders the buyer places with us (REICH ONLINE SERVICES GMBH, VAT-ID: DE815128474, Company Number: AG Traunstein HRB 19548, Manager: Stefan Mues and Reiner Pichler, Högeringer Str. 27, D-83071 Stephanskirchen, Phone: +49 8036 94394-10, Fax: +49 8036 94394-99, service@calida.com) via our online shop (www.calida.com).
- (2) Our offerings are directed solely to purchasers aged 18 or older and who are consumers. A consumer means any natural person who is acting for purposes which are outside his trade, business, craft or profession.
- (3) Our deliveries, services rendered and offers shall be effected exclusively on the basis of these General Terms and Conditions.
- (4) The contract language is German, English, French and Italian.
- (5) These General Terms and Conditions can be downloaded, saved and printed via <https://www.calida.com/General-terms-EU-ROW/> on the Internet.

2. Registration as customer

- (1) Buyers can register as a customer in our online shop free of charge. Registration creates a permanent customer account. This customer account can be used in future to place orders without the buyer having to enter personal details every time. Registration is not a precondition for placing an order. There is no legal entitlement to registration.
- (2) To register as a customer and create a customer account the buyer has to enter, inter alia, a currently valid email address and a password. The email address serves as a user name and together with the password as log-in data. The e-mail address will also be used for communicating with the buyer.
- (3) The buyer warrants that the information provided during registration is correct and complete. Pseudonyms may not be used. The buyer may not register more than once.
- (4) The buyer is obliged to handle the log-in data with due care. The buyer is never permitted to disclose the log-in data to third parties and/or permit third parties to access the customer account by bypassing the log-in data. Should the buyer have any indication of his customer account being misused by third parties, we are to be notified immediately.
- (5) In so far as the buyer's personal details change, he himself is responsible for updating them. The buyer can make changes online after logging on to his customer account.

- (6) The buyer can have his registration deleted at any time by corresponding notification to us. Deletion irrevocably removes the customer account and all the buyer's personal details linked to it. This applies in so far as there are no statutory retention duties or unless the information is still required for processing orders.
- (7) We are entitled to cease offering registration and customer accounts via our online shop at any time. In that case, the buyer will be promptly informed about the intended cessation and his customer account with all its data will be irrevocably deleted.

3. Conclusion of contracts

- (1) The presentation of goods on the online shop does not constitute a binding offer to conclude a contract of sale with us. In actual fact, it is a non-binding invitation to order goods from us on the online shop.
- (2) With his order, the buyer submits a binding offer to conclude a contract of sale by clicking the button with the "Buy now" label.
- (3) After we receive the order, the buyer will receive an automatically generated email in which we confirm that we have received his order (confirmation of receipt). This confirmation of receipt does not constitute any acceptance of the purchase offer. No contract comes about yet through the confirmation of receipt.
- (4) A contract of sale for the goods only comes about once we expressly declare acceptance or if we send the goods – without prior express declaration of acceptance - to the buyer.

3.1 By way of derogation, the following applies to the consumer with his habitual residence in France:

- (1) The presentation of goods on the online shop does not constitute a binding offer to conclude a contract of sale with us. In actual fact, it is a non-binding invitation to order goods from us on the online shop.
- (2) After placing your order, you must confirm it by double-clicking as follows: after having selected products, you must check and possibly correct the order (including, but not limited to: identification and quantity of selected products, corresponding prices, terms and delivery charges), before validating. The contractual information will be confirmed at the time of your validation of order at the latest.
- (3) By confirming your order, you declare you have read, understood and agreed these General Terms and Conditions, and you validate your obligation to pay for the order.
- (4) After you click the button "buy now", we will acknowledge receipt by sending you a confirmation email which will include the summary of your order. This does not yet constitute an acceptance of the contract.
- (5) With his order, the buyer submits a binding offer to conclude a contract of sale by clicking the button with the "Buy now" label.
- (6) A contract of sale for the goods only comes about once we expressly declare acceptance or if we send the goods – without prior express declaration of acceptance – to the buyer.

4. Withdrawal policy

Right of withdrawal

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

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 (Reich Online Services GmbH, Högeringer Str. 27, D-83071 Stephanskirchen, Phone +49 8036 94394-10, Telefax +49 8036 94394-99, E-Mail service@calida.com) 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.

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 Reich Online Services GmbH, Högeringer Str. 27, D-83071 Stephanskirchen, 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.

We will bear the cost of returning the goods.

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.

Effects of withdrawal for consumer with their habitual residence in Netherlands

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 will reimburse you within 14 days after we receive your notice of withdrawal.

You shall send back the goods or hand them over to us Reich Online Services GmbH, Högeringer Str. 27, D-83071 Stephanskirchen, 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

We will bear the cost of returning the goods.

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

Reich Online Services GmbH

Högeringer Str. 27
D-83071 Stephanskirchen
Telefax +49 8036 94394-99
E-Mail service@calida.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*):

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s).

Signature of customer(s) (only if notified on paper)

Date

(*) Delete as appropriate.

End of instructions on withdrawal form

You have no right to withdraw the order if the goods to be delivered are not pre-fabricated and if they have been made in line with your individual options or wishes or if they have clearly been tailored to your requirements, or if the goods to be delivered are liable to deteriorate or expire rapidly. This also applies for sealed goods which are not suitable for returning for health protection or hygiene reasons, if their seal was removed after delivery.

Please avoid damaging and dirtying the goods. Please return them to us as far as possible in the original packaging with all accessories and all packaging elements. If necessary, please use protective outer packaging. If you no longer have the original packaging, please make sure that you pack the goods properly to provide sufficient protection against damage in transit to avoid claims for compensation due to damage resulting from defective packaging. These arrangements are not a precondition for the effective exercising of your right of cancellation.

5. Additional 100-day right of return

- (1) We grant you an additional right of return voluntarily and independently of your statutory right of cancellation. Even after the 14-day right of cancellation (see Cancellation policy in section 4) you can rescind the contract by returning the ordered goods within 100 days from receipt of the goods. We bear the costs for returning the goods. This is subject to the following conditions:
- (2) The additional right of return only applies for goods and not for the purchase of gift vouchers.
- (3) We only take back undamaged and unused goods, i.e. goods worn/tried on as in a retail shop. In addition, the original retail packaging must be used for returning the goods.
- (4) Only the provided return label may be used for returning the goods. Without that label, we cannot accept the shipping charges for returning the goods. We do not bear the costs for packets for which you yourself pay the postage or if you send them as freight collect items.
- (5) The return form has to be completed in full before returning the goods. In particular, make sure you enter the order number, name and customer number so that we can match the returned items to your order. You also have to specify the reason for returning the goods as per the options in the form.
- (6) After the goods are returned, we will examine the package and credit the money for the returned goods to your account. We will use the payment method you chose when ordering.
- (7) The 100-day right of return is independent of and in addition to the right of cancellation and does not affect the right of cancellation. You can find further information about your statutory right of cancellation in section 4.

6. Prices

The prices quoted on the online shop include statutory sales tax and also other price components and are net of the pertinent shipping costs (<https://www.calida.com/Delivery-and-shipping-costs/>).

7. Terms of payment

- (1) The purchase price can be paid in by cash in advance, credit card, PayPal, instant transfer, Amazon Payments or SEPA direct debit. For consumers with their habitual residence in Netherlands and United Kingdom the purchase price can not be paid by cash in advance.
- (2) If cash in advance is selected, we will provide the buyer with our bank details in the order confirmation. The invoice amount must be credited to our bank account within 10 days from receipt of the order confirmation.
- (3) For payment by credit card, the purchase price will be reserved against the credit card account stated when the order is placed ("authorisation"). The credit card account will actually be debited when the goods are dispatched. For consumers with their habitual residence in Netherlands the buyer has the possibility to post payment of at least 50% of the purchase price.
- (4) For payment by SEPA direct debit (SEPA core direct debit) the buyer authorises us to collect the invoice amount from the stated bank account by sending the bank details.
- (5) For payment by PayPal the purchase price will collected from the stated PayPal account when the order is placed.

- (6) The buyer is obliged to keep the payment information saved in his customer account up to date.
- (7) For payment by direct debit the buyer has to bear those costs which arise due to the reversing of a payment transaction for lack of funds or due to incorrectly transmitted bank account information.

8. Terms of delivery

- (1) Unless agreed otherwise, the goods will be delivered from our warehouse to the address given by the buyer.
- (2) The costs for delivery to various countries can be found in the shipping costs table (<https://www.calida.com/Delivery-and-shipping-costs/>).
- (3) The delivery period is 4 days after the conclusion of the contract within the EU. For deliveries outside the EU, the delivery time is extended by 2-4 weeks. Any shorter or differing delivery periods are stated on the pertinent product page. Delivery in the case of cash in advance will be effected only after receipt of payment.
- (4) If not all of the ordered products are in stock, we are entitled to partial deliveries in so far as this is reasonable for the buyer. Any periods only start to run upon receipt of the last partial delivery.
- (5) The delivery of ordered goods shall be effected subject to availability of the goods. If they are not available when the order is placed, the buyer will receive a notification about the expected delivery date and we will put the order on hold. Once the goods are in stock, they will be shipped to the buyer without further notification. In the event of non-availability, in particular because a limited stock marked as such is exhausted, we will inform the buyer. Already rendered payments will then be immediately reimbursed.

9. Reservation of title

The goods shall remain our property until complete payment of the purchase price.

10. Damage in transport

- (1) If goods reach you with obvious damage in transport, please report such defects immediately to the deliverer and please contact us as quickly as possible.
- (2) Failing to complain or contact us has no effect on your statutory warranty rights. But you will be helping us to assert our own claims against the freight carrier and/or transport insurer.

11. Warranty

The buyer's warranty claims are governed by the statutory sales law provisions.

11.1 By way of derogation, the following applies to the consumer with his habitual residence in the Netherlands:

The buyer's warranty claims are governed by the statutory sales law provisions and have a duration of 24 months.

11.2 By way of derogation, the following applies to the consumer with his habitual residence in France:

- (1) The items offered in our shop are subject to statutory warranty rights.
We are liable for product conformity to the specifications, pursuant to articles L. 211-4 et seq of the French Consumer Code. We are also liable for hidden defects of our products pursuant to articles 1641 et seq of the French Civil Code.
- (2) Regarding the hidden defects warranty, you may decide to invoke this statutory warranty and, in this case, you may choose between rescinding the contract or reducing the price in accordance with Article 1644 of the French Civil Code.
- (3) Regarding the product conformity warranty, it is recalled that the consumer:
 - benefits a period of two years from the delivery of the product to invoke such warranty;
 - may choose between repairing or replacing the product, with reservations of the cost conditions provided at Article L. 217-9 of the French Consumer Code; and
 - is exempted from proof of the non-conformity of the product during a 24 months-period from the product delivery. For second-hand goods, this period is reduced to six months.This product conformity statutory warranty applies irrespective of the existence of a commercial warranty that we may provide you with.
- (4) You may invoke such statutory warranties by contacting us (please refer to above section 4 which contains our contact details).

11.3 By way of derogation, the following applies to the consumer with his habitual residence in Italy:

The items offered in our shop are subject to statutory warranty rights as provided by Articles 128 to 135 of Legislative Decree 206/2005 (the Italian Consumer Code) for a period of 2 years as from the delivery of the product, as provided by Article 132 of the Italian Consumer Code.

11.4 By way of derogation, the following applies to the consumer with his habitual residence in the United Kingdom:

The items offered in our shop are subject to statutory warranty rights that the items are of satisfactory quality, fit for purpose and as described.

11.5 By way of derogation, the following applies to the consumer with his habitual residence in Luxembourg:

The buyer's warranty claims are governed by the statutory sales law provisions and in particular deriving from the legal guarantee of conformity for goods of two years defined in article 212-1 et seq. of the Luxembourg *Code de la Consommation* or the "garantie des vices cachés" defined in article 1641 et seq. of the Luxembourg *Code Civil*.

12. Liability

- (1) Unlimited liability: We have unlimited liability for intention and gross negligence and also under the Product Liability Act. For minor negligence we are liable under fatalities, personal injury or impairment of health.
- (2) Otherwise, the following limited liability applies: In the case of minor negligence we are liable only in the case of breach of a cardinal contractual duty, i.e. duties whose fulfilment renders the proper execution of the contract possible in the first place and on whose compliance you may generally rely. The liability for minor negligence is limited in amount to the foreseeable loss to be typically expected for such contracts when the contract is concluded. This restriction of liability also applies in favour of our agents.

12.1 By way of derogation, the following applies to the consumer with his habitual residence in the Netherlands:

- (1) We can only be held liable for direct damages resulting from an attributable default in performing our obligations under the agreement and/or an unlawful act. To the extent that we are liable, such liability is limited to a maximum of the purchase price of the goods.
- (2) Direct damages are limited to:
 - reasonable costs incurred by you to have us meet our obligations under this agreement;
 - reasonable costs incurred by you to prevent or limit direct damages that could reasonably be expected from the event on which the liability is based; or
 - reasonable costs incurred by you in determining the cause of the damage.
- (3) Any and all liability of us for damages other than the direct damages defined in paragraph 2 above, including but not limited to consequential damages, loss of profit, loss of turnover and damage of reputation, is excluded.
- (4) The limitation of liability as mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage is the result of wilful intent or gross negligence by us or our board of directors.
- (5) Any claim against us shall lapse twelve (12) months after the claim arose, unless the claim is recognized by us.

12.2 By way of derogation, the following applies to the consumer with his habitual residence in France:

- (1) Unlimited liability: We have unlimited liability for intention and gross negligence and also under the statutory warranties. For minor negligence we are liable under fatalities, personal injury or impairment of health.
- (2) Otherwise, the following limited liability applies: In the case of minor negligence we are liable only in the case of breach of a cardinal contractual duty, i.e. duties whose fulfilment renders the proper execution of the contract possible in the first place and on whose compliance you may generally rely. The liability for minor negligence is limited in amount to the foreseeable loss to be typically expected for such contracts when the contract is concluded. This restriction of liability also applies in favour of our agents.

12.3 By way of derogation, the following applies to the consumer with his habitual residence in Italy:

- (1) Unlimited liability: We have unlimited liability for intention and gross negligence and also under the provisions of Articles 114 to 127 of Legislative Decree 206/2005 (the Italian Consumer Code). For minor negligence we are liable under fatalities, personal injury or impairment of health.
- (2) Otherwise, the following limited liability applies: In the case of minor negligence we are liable only in the case of breach of a cardinal contractual duty, i.e. duties whose fulfilment renders the proper execution of the contract possible in the first place and on whose compliance you may generally rely. The liability for minor negligence is limited in amount to the foreseeable loss to be typically expected for such contracts when the contract is concluded. This restriction of liability also applies in favour of our agents.

12.4 By way of derogation, the following applies to the consumer with his habitual residence in the United Kingdom:

- (1) These General Terms and Conditions apply to the extent not prohibited by law, we accept no liability for any:
 - loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into a contract);
 - loss which arises when we are not at fault or in breach of the General Terms and Conditions;
 - business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses) and
 - minor differences in colour and other variations in Products which occur due to different image acquisition, display technologies and other technical reasons.
- (2) The buyer may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in the General Terms and Conditions is intended to limit his legal rights as a consumer. For further information about the legal rights of the buyer, he can contact the local authority Trading Standards Department or Citizens Advice Bureau.
- (3) Nothing in the General Terms and Conditions limits or excludes our liability for fraud or fraudulent misrepresentation, death or personal injury caused by our negligence or for any other liability which cannot be limited or excluded by law.

12.5 By way of derogation, the following applies to the consumer with his habitual residence in Luxembourg:

- (1) Unlimited liability: We have unlimited liability for intention and gross negligence and also under the Luxembourg Law of 21 April 1989 concerning the liability for defective products (Loi du 21 avril 1989 relative à la responsabilité civile du fait des produits défectueux). For minor negligence we are liable under fatalities, personal injury or impairment of health.
- (2) Without prejudice to the warranties defined in article 11 and the liability defined in article 12 para. 1, the following limited liability applies: In the case of minor negligence we are liable only in the case of breach of a cardinal contractual duty, i.e. duties whose fulfilment renders the proper execution of the contract possible in the first place and on whose compliance you may generally rely. The liability for minor negligence is limited in amount to the foreseeable loss to be typically expected for such contracts when the contract is concluded. This restriction of liability also applies in favour of our agents.

12.6 By way of derogation, the following applies to the consumer with his habitual residence in Belgium:

- (1) Unlimited liability: We have unlimited liability for intention and gross negligence and also under the Product liability Act of 25 February 1991. For minor negligence we are liable under fatalities, personal injury or impairment of health.
- (2) Otherwise, the following limited liability applies: In the case of minor negligence we are liable only in the case of breach of a cardinal contractual duty, i.e. duties whose fulfilment renders the proper execution of the contract possible in the first place and on whose compliance you may generally rely. The liability for minor negligence is limited in amount to the foreseeable loss to be typically expected for such contracts when the contract is concluded. This restriction of liability also applies in favour of our agents.

13. Change to the conditions

- (1) The buyer's orders are governed by the terms and conditions valid at the time, which we expressly point out as part of the buyer's order.
- (2) Changes of or additions to these terms and conditions which impact existing customer accounts of registered customers, in particular changes or additions to section 2 and 3 of these terms and conditions, shall only be made, in so far as reasonable due to legislative or functional adjustments to our online shop, e.g. due to technical changes or adjustments to the registration process or in the administration of the customer account.
- (3) Changes or additions under paragraph 2 will be announced to the customer by email four weeks before they take effect at the latest, without the amended or supplemented terms and conditions in detail or the new version of the terms and conditions as a whole being sent; notification about changes or additions being made shall suffice. In the announcement we shall include a link via which the new version of the terms and conditions as a whole can be accessed.
- (4) In so far as the customer does not object to the change or addition under paragraph 2 within 14 days after announcement of the change or addition, this shall be deemed agreement to the change or addition; this shall be pointed out expressly in the announcement.

14. Saving the contract text

We will store the order and the entered order data. We will send an order confirmation with all the details to the email address provided by the buyer. In addition, buyers can view and print out their order with all the entered order data in their personal customer account at any time. Buyers can also print out both the General Terms and Conditions and also their order with all the entered data during the order process.

15. Final provisions

- (1) Should one or more provisions of these General Terms and Conditions be or become invalid, this shall have no effect on the validity of the remaining parts of the terms and conditions.
- (2) The European Commission provides a platform for online dispute resolution (ODR). This can be reached under the following Internet address: <http://ec.europa.eu/consumers/odr/>.

15.1 By way of derogation, the following applies to the consumer with his habitual residence in the United Kingdom:

- (1) Should one or more provisions of these General Terms and Conditions be or become invalid, this shall have no effect on the validity of the remaining parts of the terms and conditions.
- (2) If you have any complaints or concerns with respect to your order or these General Terms and Conditions please contact us using the details listed at Article 1 of these General Terms and Conditions.
- (3) We always try to overcome disagreements with our customers by mutual agreement. Beyond that we are not obliged to take part in a dispute resolution process by a consumer arbitration body and will not offer you the participation in such a procedure.
- (4) The European Commission provides a platform for online dispute resolution (ODR). This can be reached under the following Internet address: <http://ec.europa.eu/consumers/odr/>.

13.11.2018