

General Terms and Conditions

www.calida.com

1. Subject matter and scope

- (1) These General Terms and Conditions apply for all orders placed 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: +41 41 9254 222, Fax: +49 8036 94394-99, service@calida.com) by a consumer (Art. 114 in combination with Art. 120 IPRG) via our online shop (www.calida.com).
- (2) Our offer is directed exclusively towards purchasers who have reached the age of 18 and are consumers. A consumer is any natural person who concludes a legal transaction for normal consumption which is intended for personal use by the consumer or his family and is not associated with the professional or commercial activities of the consumer (Art. 114 in combination with Art. 120 IPRG).
- (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 out via <https://www.calida.com/cms/Legal-and-general-information/general-terms-and-conditions>.

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.

4. Voluntarily granted 100 day right of return

- (1) We voluntarily grant you a right of return. You may rescind the contract by returning the goods ordered to us within 100 days following receipt of the goods. We will bear the costs of the return shipment. In this connection, the following conditions apply:
- (2) The right of return applies only 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.

5. 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/cms/help-support/#anchor-Versand>).

6. Payment, arrears

- (1) The purchase price shall be paid by purchase on account, direct payment with Sofort, credit card, Paypal or another type of payment option that customers select when they place their orders. The payment due date shall be based on the particular payment type that was selected. We offer some payment options in cooperation with service providers and cede our claim for payment to them. You will find our terms of payment and detailed information about our payment options at <https://www.calida.com/cms/help-support/#anchor-Bezahlung>.

- (2) payment option "purchase on account" and, where appropriate, other payment options on the results of a credit check.
- (3) The purchaser shall be required to keep the payment information included in his/her account up to date.
- (4) Should the purchaser fail to make payment on time, he/she shall be required to pay the legally authorised interest charge of 5 percentage points. An arrears fee of at least CHF 5 shall be charged for every late-payment notification that is sent following the purchaser's failure to make payment, provided that the purchaser does not offer evidence of less damage. The purchaser shall also be obligated to pay all possible collection, legal and court costs related to the case.

7. 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/cms/help-support/#anchor-Versand>).
- (3) The delivery period amounts to up to 4 days following the conclusion of the contract. We will draw attention to any shorter or deviating delivery periods on the relevant product page. Where the mode of payment "advance payment" is selected, delivery will only be made following 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.

8. Damage in transit

- (1) If goods are delivered with obvious transport damage, please lodge an immediate complaint about the damage with the delivery agent and contact us as soon 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.

9. Warranty

- (1) Warranty claims of the purchaser are governed by the statutory provisions of the law governing sales and purchases.
- (2) You are under an obligation to inspect the goods without delay and with the necessary care in order to detect any deviations in quality or quantity, and to notify us of any obvious defects within 3 days following receipt of the goods. The timely despatch of the goods is sufficient for the purpose of observing the time limit. This also applies after the discovery of any hidden defects detected subsequently. In the event of any breach of this duty of inspection and notification of defects, the right to assert warranty claims is precluded.

- (3) In the case of defects, we shall, at our option, perform the warranty through rectification or replacement delivery. In the case of rectification, we do not have to bear the increased costs arising through any transportation of the goods to a location other than the place of performance unless the transportation is in conformity with the intended use of the goods.

10. Liability

- (1) Unlimited liability: we assume unlimited liability for any direct damage arising from deliberate intent or gross negligence and also under the terms of the Produkthaftungsgesetz [*Product Liability Act*]. In the case of ordinary negligence, we assume liability for any damage arising from injury to life, limb or health of individuals.
- (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.
- (3) In any event, our liability is limited to the price of the scope of delivery, in so far as admissible by law.

11. Changes to the terms and 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.

12. 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.

13. Final provisions

- (1) Should one or more provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be thereby affected.

- (2) In so far as legally admissible, exclusively substantive Swiss law shall apply to contracts between ourselves and the purchaser, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules under Swiss private international law.
- (3) Subject to any mandatory statutory court venues, the parties agree Sursee as the exclusive court venue.

20.07.2020