

General Terms and Conditions for the Burlington Online Shop of FALKE KGaA

Preliminary remark

Below you will find our General Terms and Conditions for your registration and your orders via our online shop www.burlington.de.

Purchase of products via online shop (without subscription)

If you order products via our online shop (without subscription), in this case the relevant terms and conditions are to be found in the general part (A) in combination with part (B), which contains specific regulations on the (simple) purchase of products.

Part (A) - General Part

1. Scope of application

- 1.1 These General Terms and Conditions ("GTC") govern the business relationship between us,
FALKE KGaA, Oststraße 5, 57392 Schmallenberg, Germany ("FALKE") and you as a customer, if you make use of our
make use of our product range via the Burlington online shop of FALKE.
- 1.2 The business relationship between you and Burlington is governed exclusively by the General Terms and Conditions in the version valid at the time of the order. General terms and conditions conflicting with or deviating from the following provisions shall not apply unless we expressly agree to their application in writing.
- 1.3 We sell our products exclusively to consumers within the meaning of § 13 BGB, small businesses, associations and foundations, and only in quantities typical for household use. Consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside the consumer's trade, business or profession. Your business is considered a small business if, by its nature or scale, it does not require a commercially organised business operation (§ 1(2) HGB).
- 1.4 The contract shall be concluded in German.
- 1.5 We do not offer any products for sale to minors. Persons under the age of 18 may only place orders with the prior consent of their legal guardians.

2. Registration / customer account

- 2.1. You can register as a customer via our online shop and create a customer account. To do this, you must enter certain personal data which will be stored

by us and which will make it easier for you to make future purchases via our online shop, as your data will then already be stored when you make a new purchase. In addition, you will need to set a password which will allow only you to access your customer account. The confirmation of the registration of the customer account follows immediately after the completion of the registration by clicking the button "register". With your access data you can log in to the Burlington Online-Shop. Each customer is only entitled to maintain one customer account at a time.

We reserve the right to delete multiple registrations. Of course you can change your entered data or delete your customer account at any time. We are not obliged to accept the registration or the order of a registered customer. Furthermore, we are not obliged to keep the offer permanently available. Orders that have already been confirmed remain unaffected.

2.2. The creation of a customer account is only required for the subscription contract (see Part C). Otherwise, you can also purchase goods from our online shop without a customer account. If you wish to purchase goods without a customer account, you must provide us with certain information such as name, address, postal and delivery address, telephone number and e-mail address in order to execute and process the purchase contract.

2.3. When entering your personal data (whether when creating/changing a customer account or entering your data for the execution and processing of the contract), you are responsible for providing truthful and complete information. You are obliged to treat the personal access data confidentially and not to make it accessible to any unauthorised third party.

3. [Delivery only within Europe and Switzerland / delivery and transfer of risk](#)

3.1. There is the following delivery restriction: We only deliver to customers who provide a delivery address in the European Union, or Switzerland.

3.2. If the product you have ordered is temporarily unavailable, we will inform you immediately. In the event of a delay in delivery of more than two weeks, you have the right to withdraw from the contract. Incidentally, in this case we are also entitled to withdraw from the contract (although in the case of a subscription contract this only applies to the relevant unavailable part of the contract). In this case, any payments already made will be refunded immediately.

3.3. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform you of this immediately and at the same time inform you of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part (whereby in the case of a subscription contract this shall only apply to the unavailable part of the contract).

contract); we will immediately refund any consideration already paid by you. A case of non-availability of the performance in this sense shall be deemed to be in particular the non-timely self-delivery by our supplier if we have concluded a congruent covering transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case. Our statutory

rights of rescission and termination as well as the statutory provisions on the performance of the contract in the event of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected.

- 3.4. In the case of contracts with consumers, the risk of accidental loss or accidental deterioration of the goods shall not pass to you until the goods have been handed over to you or to a third party designated by you, other than the carrier.

4. Retention of title

- 4.1. Until full payment of the respective invoice amount, the respective delivered goods remain our property (reserved goods). As the customer, you are obliged to treat the goods subject to retention of title with care during the existence of the retention of title.
- 4.2. In the event of seizure of the reserved goods by third parties or in the event of other interventions by third parties, you must point out our ownership and notify us immediately in writing so that we can enforce our ownership rights. If the third party is not able to reimburse the judicial or extrajudicial costs incurred by us in this connection, you shall be liable for them.

5. Prices / shipping costs / payment / credit assessment

- 5.1. All prices stated on the page of the Burlington online shop of FALKE are inclusive of the applicable statutory VAT. The prices stated at the time of the order apply.
- 5.2. The shipping costs incurred will be shown to you as part of the presentation of our products and during the ordering process. These may vary - depending on the delivery location you specify.
- 5.3. Depending on the billing address you provide, different payment options are available to you (e.g. by credit card, instant bank transfer or on account). The different payment options will be displayed to you during the ordering process, from which you can choose one. You can change the payment method stored in your customer account at any time - insofar as this is possible on the basis of the billing address you have provided.
- 5.4. Unless otherwise agreed, payment of the purchase price is due immediately upon conclusion of the contract. In the case of purchase on account, payment is due 14 days after receipt of the invoice.
- 5.5. Please note that you will only receive invoices in electronic form.
- 5.6. Your payment details will be sent to the relevant payment service provider, depending on the payment method you have selected. Before selecting certain payment methods, particularly those involving a risk of default, we may, to the extent permitted by law and in accordance with our privacy policy, carry out a credit risk assessment using mathematical and statistical methods (scoring). To this end, the personal data required for this purpose, especially your name, date of birth and address, may be transferred to and processed by other service providers. The result may affect which payment methods are offered to you during the ordering process.

6. Notes on data processing

- 6.1. With regard to the collection, processing and use of personal data as well as the performance of the scoring procedure (see clause 5.6), we refer to our data protection declaration, which is available in printable form on our website at any time via the button "Data protection declaration".
- 6.2. If you have created a customer account, you have the option at any time to call up the data stored by you there under the button "My account / My data" and to change or delete it.

7. Personalisation conditions

- 7.1. You have the option of having individual items from our range embroidered with a sequence of numbers, which will be applied to the left and right of the selected item on the outside of the item ("personalisation"). Articles that can be personalised are marked with a needle and thread symbol at the bottom right of the preview image. After selecting the item and clicking on the "Personalisation" button, you can enter a four-digit combination of letters and the punctuation marks dot and/or space. You can also choose one of twelve embroidery colours and select from three fonts.
- 7.2. We reserve the right to reject any combination because, for example, it contains a third party's trademark or the names of sports teams, athletes or other well-known persons which neither you nor we are entitled to use, or because we consider the combination to be inappropriate. If we reject your chosen combination, you will be notified by email as soon as possible.
- 7.3. Your personalisation may not infringe the rights of third parties. Please note that you are responsible for your personalisation. If your personalisation culpably infringes the rights of third parties who therefore file claims against us, you must compensate us for any loss or damage arising therefrom, including reasonable legal defence costs.
- 7.4. Please note that you do not have a right of withdrawal for your personalised items, unless these are off-the-shelf items and your individual choice or specification determines their manufacture, or they are clearly tailored to your personal needs. The above is without prejudice to your statutory rights in case of defects.

8. Warranty / Guarantee

- 8.1. The statutory provisions apply to your rights in the event of material defects and defects of title.
- 8.2. An additional guarantee only exists for the goods delivered by us if this has been expressly given in the description of the product on the page of our online shop or the order confirmation for the respective product.

9. Disclaimer

- 9.1. Insofar as nothing to the contrary arises from these GTC including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
- 9.2. We shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, we shall only

be liable a) for damages resulting from injury to life, body or health, b) for damages resulting from the breach of a material contractual obligation (i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

9.3. The limitations of liability resulting from section 9.2 do not apply if we have fraudulently concealed a defect or have given a guarantee for the quality of the goods. The same applies to claims on your part under the Product Liability Act.

9.4. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

10. Copyright and Industrial Property Rights

All image rights, copyrights and other industrial property rights to the contents of the Burlington online shop (including texts, illustrations, graphics, videos, music, brands, logos and other company trademarks) are owned by us or our partners. Use without our prior express consent is not permitted.

11. Assignment / set-off / right of retention

You may not transfer your contractual relationship with us to third parties without our consent. These General Terms and Conditions do not restrict your statutory rights to assign monetary claims, nor your right to set off claims for defects and other claims arising from the same contractual relationship against our claim for the purchase price; however, you may only set off claims arising from other legal relationships against our claim for the purchase price if your claims are undisputed, we have acknowledged them, or they have been established by a final and binding court judgement. As a buyer, you may only exercise a right of retention if your counter-claim arises from the same contract of sale.

12. Customer service

Burlington's customer service can be reached at:

Monday - Friday 08:00 - 18:00, Saturday 08:00 - 16:00.

E-mail: online@Burlington.de

Telephone: 00800 22033022

Postal address:

FALKE KGaA

Burlington Online Shop

Oststrasse 5

57392 Schmallenberg

Germany

13. Storage possibility and inspection of the text of the contract

- 13.1. You can view Burlington's T&Cs on the website www.burlington.de under "T&Cs". You can also print or save this document by using the usual function of your internet utility. You may also download and archive this document as a PDF file by clicking [here](#).
- 13.2. You can additionally archive the data of your order by waiting for the automatic order confirmation which we will send to you by e-mail to the e-mail address you have provided after you have completed your order. This order confirmation e-mail contains the data of your order and can easily be printed out or saved with your e-mail programme.
- 13.3. We will also provide you with a confirmation of the contract, in which the content of the contract is reproduced, on a durable data medium (e.g. by e-mail or in writing) within a reasonable time after conclusion of the contract, at the latest upon delivery of the goods. so that you can save the text of the contract and / or add it to your documents. Further statutory information obligations that we have to fulfil towards you are not affected by this regulation.
- 13.4. Your order data will be stored by us but cannot be accessed directly by you for security reasons. We offer each customer password-protected direct access ("My Account") via their customer account. Here, with the appropriate registration, you can view data about your completed, open and recently dispatched orders and manage your address data, any payment data and any newsletter.
- 13.5. The text of the contract shall be stored in compliance with data protection.

14. Contractual right of return

- 14.1. We grant a contractual right of return for a total of 14 days for all products that goes beyond the statutory right of withdrawal.
- 14.2. This contractual right of return allows you to withdraw from the contract or, in the case of a subscription, to cancel the respective individual delivery. To do this, you must return the goods to us within 14 days of receipt of the goods as follows:
 - (1) Request a return slip from our customer service by e-mail at online@brurlington.de or by telephone on 00800 22033022; you will then receive the return slip by e-mail;
 - (2) Print out the return slip and stick it on the parcel;
 - (3) Simply hand in the parcel at the post office of your choice - the postage has already been paid.
- 14.3. Timely dispatch is sufficient to meet the deadline. Should you wish to make use of the contractual right of return, it is necessary that you have previously treated the products and packaging well and return the complete and undamaged goods to us in the original packaging. If the goods have been damaged by you, the contractual right of return is excluded. The return is at our risk.

- 14.4. The statutory right of withdrawal for consumers (see Part (B) Clause 2 and Part (C) Clause 2) is not affected by our rules on the contractual right of return, but applies independently of this.

15. Information on alternative dispute resolution

We are neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board.

16. Final provisions

These General Terms and Conditions and any legal and contractual relationships with us are governed by the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods. The above is without prejudice to the statutory provisions restricting the choice of law and governing the applicability of mandatory consumer protection rules of the country in which you, as a consumer, have your habitual residence.

Part (B) - Special provisions for the purchase of products (without subscription contract)

1. Conclusion of contract

- 1.1. You can select products from the assortment of the Burlington online shop and collect them in the virtual shopping cart via the button "add to cart". The presentation of products in the Burlington online shop does not constitute a legally binding offer, but merely a non-binding online catalogue.
- 1.2. By clicking on the 'Place order' button, you are placing a binding order for the items in your shopping cart which constitutes your offer to us. Before submitting your order, you can check your details again and make changes at any time. By clicking this button, you accept these General Terms and Conditions, which you have thereby included in your application.
- 1.3. We will confirm receipt of your order immediately by e-mail. Such confirmation does not constitute a binding acceptance of the order unless, in addition to the confirmation of receipt, the acceptance is declared at the same time. A contract is only concluded when we accept your order separately by e-mail (confirmation of dispatch) or by delivery of the ordered items.

2. Revocation instruction

As a consumer, you generally have a statutory right of withdrawal when concluding a distance selling transaction, about which we inform you below in accordance with the statutory model.

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us (FALKE KGaA, Burlington Online Shop, Oststraße 5, 57392 Schmallenberg, Germany, Tel.: 00800 22033022, E-Mail: online@Burlington.de) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter or e-mail sent by post). You can use the enclosed model withdrawal form for this purpose, which is, however, not mandatory. You can also exercise your right of withdrawal online at www.Burlington.de/service/withdrawal/. If you use this online feature, we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay. To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods without delay and in any event no later than fourteen days from the day on which you notify us of the cancellation of this contract to

FALKE KGaA

Burlington Online Shop

On the Lake 3

57392 Schmallenberg

Germany

to return or hand over the goods. The deadline is met if you send the goods before the end of the period of fourteen days. We will bear the costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

End of the cancellation policy

Sample - Cancellation form

[If you want to cancel the contract, please complete this form and send it to us.]

To FALKE KGaA, Burlington Online Shop, Oststraße 5, 57392 Schmallenberg, Germany,
E-Mail: online@Burlington.de:

I herewith cancel the contract concluded by me for the purchase of the following articles (*) / the provision of the following service (*).

- Ordered on (*)/ received on(*)
- Name(s) of consumer
- Address of consumer
- Signature of consumer (only for communication on paper)
- Date

(*) Delete as applicable.