



**BOGNER**

**Bogner Online Shop**  
**General Business Terms and Conditions**  
(with consumer information)

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§ 1 Scope of application, contracting partner, supply restrictions

- (1) These general business terms and conditions (these "Terms") apply to all contracts that are made between you as the customer and us as the operator of the **Bogner online shop** ([www.bogner.com](http://www.bogner.com)). By placing an order, you acknowledge these Terms as amended at the time of placing the order.
- (2) The operator of the online shop and your contractual partner is: Bogner homeshopping GmbH & Co. KG, St.-Veit-Straße 4, 81673 Munich, Germany, entered in the Commercial Register (Handelsregister) of the Local Court (Amtsgericht) Munich under HRA 83678, represented by Bogner homeshopping Beteiligungs GmbH, which in turn is represented



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by its Managing Director: Andreas Baumgärtner, VAT identification number: DE 813959534.

If you have any questions, requests or complaints, please contact us by e-mail at: [service@bogner.com](mailto:service@bogner.com), fax: 00800 – 412 929 30, telephone: 00800 412 828 29.

- (3) In our online shop we only sell to consumers. By its legal definition, consumer means any individual who enters into a legal transaction for purposes which can predominantly be attributed neither to his/her commercial nor his/her independent occupational activity. If you wish to buy our goods for commercial purposes, especially for resale, please contact us specifically.
- (4) These Terms set forth the details of the contractual relationship and also contain important consumer information in the legally relevant version. When placing the order, you may view these Terms via hyperlinks in our online shop, save them on your computer and/or print them. We will send you the Terms applicable to your order once again separately together with the contract confirmation, but no later than with the delivery of the goods on a durable medium (e.g. e-mail, PDF attachment or paper printout).
- (5) The following delivery restrictions apply: We deliver only to consumers who have reached the age of 18, have their habitual residence (invoice address) in one of the following countries and can give a delivery address in such country: Germany, Austria, the Netherlands, Belgium, Luxembourg, France, Italy (except San Marino, Campione d'Italia, Livigno and Vatican City) or the UK (except the Channel Islands).

If the goods (as an exception) are not available immediately, we will state the probable delivery time (maximum of up to 6 weeks) in the product description and will confirm such time in the contract acceptance.

## § 2 Conclusion of contract

- (1) The product presentation in our online shop does not yet constitute a binding offer for sale. The offer for conclusion of a purchase contract is made by you as the customer by clicking the button “*BUY NOW*” when fully completing the order page. Prior thereto, you can view and amend your order by means of the “*Shopping Bag*” button. Before finally placing your order, you may also once again check and change your data on the delivery and payment modalities. You remain bound by your order for 7 days, i.e. the contract comes into force with binding effect if we accept your offer within that period.



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- (2) After sending your order, you will receive an automated e-mail confirming receipt of your order by us (**order confirmation**), which does not yet qualify as an acceptance of contract. Rather, we will declare acceptance of contract within the acceptance period according to paragraph 1 by separate e-mail once the goods leave our warehouse or we are able to confirm the delivery time (**invoice form**). The confirmation of contract includes a tracking link which you may use to track the status of your order at any time. This link is also available to you in your personal customer account.
- (3) If your order includes several articles, the contract is concluded only for those articles which are explicitly stated in our confirmation of contract.
- (4) This applies also if due to the method of payment chosen by you, you have paid or instructed payment of the purchase price already before conclusion of contract. If in such case the contract should not for any reason whatsoever be concluded after all, we will inform you accordingly by e-mail (in case of partial acceptance of the contract together with the confirmation of contract for the articles that are available) and will immediately refund any advance payment made by you.
- (5) Your statutory right of withdrawal (see § 6) remains unaffected by the provisions above.
- (6) If your invoice and delivery address is in Germany or Austria, the contract will be concluded in German. In the other countries listed in § 1 (5), the contract will be concluded in English. The contract documents (consisting of the order, these Terms and the confirmation of contract) will be saved by us while ensuring data privacy and will be provided to you by e-mail. You may also view your current orders in your personal customer account.

### § 3

#### Prices, delivery options, additional charges

- (1) The end prices given in our online shop include statutory VAT and all other price components. The prices given are exclusive of the additional charges indicated below in EURO or such currency as indicated by us in the particular case.
- (2) We deliver exclusively to delivery addresses within the delivery territory stated in § 1 (5) above, i.e. – subject to further details given in our online shop – at the following delivery options and fixed shipping rates per order:



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<b>Country</b>	<b>Delivery time</b> (ca. business days from order)	<b>Shipping charges</b>
<b>Germany</b>		
Standard	2 to 4 days	EUR 4.95/ no charges for orders of EUR 250 order value or more minus returns)
<b>Austria</b>		
Standard	2 to 4 days	EUR 4.95/ no charges for orders of EUR 250 order value or more minus returns)
<b>The Netherlands , Belgium, Italy, Luxembourg, France</b>		
Standard	3 to 5 days	EUR 4.95/ no charges for orders of EUR 250 order value or more minus returns)
<b>UK</b>		
Standard	2 to 3 weeks	GBP 25.00

The shipping charges will also be indicated to you immediately before you place your order in the online shop. We reserve the right to temporarily waive the fixed shipping costs for certain delivery territories in our online shop.

- (3) Depending on the method of payment chosen by you, additional costs may arise that are charged to you or to us by others and that we cannot influence (e.g. credit card or banking charges, especially in case of foreign accounts). Any such charges must be borne by you and reimbursed by you to us.

#### § 4 Payment and reservation of ownership

- (1) Subject to further information in our online shop, you may choose among the following methods for payment of the purchase price:
- Within the entire delivery territory indicated in § 1 (5): credit card (e.g. Visa and/or MasterCard) or electronic payment services (e.g. PayPal).
  - For deliveries to Germany or Austria, additionally– up to a certain order value and with good credit standing – on receipt of invoice by way of bank credit transfer after delivery of the goods.

As applicable, you may also use a coupon for your payment by entering your coupon code. In that case, the applicable coupon terms will apply additionally. In case of



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payment by credit card or PayPal, your credit card or PayPal account will be debited upon shipment of the goods.

- (2) In case of payment default, we may charge from the second reminder a fixed default charge (reminder charge) of EUR 5.00. You will be responsible to prove that we suffered no or only significantly lower default damage. Our statutory rights (e.g. default interest, rescission, further damages) remain unaffected.
- (3) We reserve ownership to the supplied goods in any event until full payment of the invoice amount of any delivery (final and unconditional credit entry including additional charges).

#### § 5 Delivery and passing of risk

- (1) The delivery of the goods to the agreed address (for delivery options and shipping charges, see § 3 (2)) will be made in accordance with the statutory provisions. This applies, above all, to the risk of loss of or damage to the goods while in transit to you.
- (2) Delivery times given by us are subject to conclusion of the contract and – except for a purchase on invoice – payment of the full purchase price. If no or no deviating delivery time is stated for the concerned goods in our online shop, the delivery times stated in § 3 (2) apply. We also indicate the delivery time again in our confirmation of contract.
- (3) If not all of the goods of an order can be delivered at the same time, we will have the right to make partial deliveries at our cost in accordance with the delivery times agreed or indicated in our confirmation of contract and within the scope of what is reasonable for you.
- (4) If no authorised recipient is present at the delivery address indicated by you during the usual delivery times, the carrier used by us will leave or send you a written notice with further information and details, particularly the date of a new delivery attempt, the possibilities to contact the carrier to arrange a date and/or the place where the goods are deposited for collection. While any other agreements made between you and the carrier remain unaffected, they will not give rise to any liability on our part. If delivery of the goods fails in spite of several attempts for reasons outside our responsibility, we may rescind the contract. We will refund to you immediately any payments already made by you. The contract parties' statutory rights remain unaffected.



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§ 6 Right of withdrawal

- (1) In case of distant selling transactions, consumers generally have a statutory withdrawal right as provided in the statutory withdrawal policy template below. Please see the withdrawal form in paragraph (2) below. -Please see paragraph (3) below for clarifying information on the statutory forms as well as supplementary provisions which apply in your favour additionally to the statutory right.



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## **EXERCISE OF THE RIGHT OF WITHDRAWAL**

### **Instructions on 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 goods.

To exercise the right of withdrawal, you must inform us (Bogner homeshopping GmbH & Co. KG, Allersberger Straße 185/O, 90461 Nürnberg, Deutschland, EMail: [service@bogner.com](mailto:service@bogner.com), Phone: 00800 412 828 29, Fax: 00800 412 929 30) 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 the 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.



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We will bear the costs 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.

- (2) We inform you in accordance with the statutory provision about the withdrawal form as follows:

**Model withdrawal form**

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

- To: Bogner homeshopping GmbH & Co. KG, Allersberger Straße 185/O, 90461 Nürnberg, Germany, E-Mail: service@bogner.com, Fax: 00800 412 929 30:
- 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.

- (3) In addition to the statutory provision and the above forms, the following regulations apply, for purposes of clarification and exclusively for your benefit:

- If the withdrawal right is not excluded according to the statutory regulation, you may exercise the withdrawal right only with respect to individual goods ordered and supplied together and keep the right otherwise. In such cases, no withdrawal from the entire contract is required.
- In case of the partial delivery of several goods ordered at the same time, the withdrawal period begins upon delivery of the last product. The same applies if the goods are delivered in several partial shipments or pieces. If only one product is delivered, the withdrawal period starts upon delivery of such product. In all cases, you may also declare your withdrawal before the delivery.
- You may also exercise your withdrawal right by returning to us within the withdrawal period the concerned goods together with the completed return slip





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included in the shipment; in such case no separate declaration is required. If you wish to give notice of a defect or the like, please do so by making a note accordingly either on the return slip or otherwise.

- Shipments within Germany include a return sticker that you may use for your return shipment. In the other delivery territories listed in § 1 (5) you may print out a return tag via our “return” information page of the online shop. If you use the return sticker or the return tag, your return shipment of the concerned goods is free of charge for you. Otherwise, you will be responsible for the direct costs of your return shipment of the goods.

#### § 7 Customer’s rights in case of defects

- (1) Your rights in case of defects of quality and title are determined by the statutory regulations, unless provided otherwise below.
- (2) The product descriptions in our online shop and more detailed manufacturer information and notifications, if any, that are delivered together with the goods shall be deemed agreements as to the quality of the goods. Please take note of such notifications before you decide to keep the goods.
- (3) We assume no liability for quality descriptions by others, especially by customers in customer ratings published in our online shop or on other sales platforms.
- (4) We will be liable for damages exclusively in accordance with § 8 below.
- (5) Your statutory right of withdrawal (see § 6) and your rights under guarantees possibly granted separately remain unaffected.

#### § 8 Liability for damages

- (1) Unless provided otherwise below, we are liable for damages in accordance with the statutory provisions.
- (2) In case of breaches of duty, no matter on what legal ground, we shall be liable for intent and gross negligence. In case of simple negligence, we are liable only:
  - for damages from injury to life, body or health; and
  - for damages due to breach of a fundamental contractual obligation (an obligation the fulfilment of which facilitates the proper performance of the contract in the



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first place and on the fulfilment of which the contractual partner regularly relies and may rely); in that case, however, the liability is limited to reimbursement of the foreseeable, typically occurring damage.

- (3) The above limitations on liability apply also to breaches of duty by persons for whose fault we are responsible in accordance with the statutory provisions. Claims based on the Product Liability Act remain unaffected in all cases.

#### § 9 Choice of law and place of jurisdiction

- (1) These Terms and the contractual relationship with you are governed by the laws of the Federal Republic of Germany to the exclusion of the substantive uniform law, above all the UN Convention on Contracts for the International Sale of Goods. The statutory provisions to limit the choice of law and to apply mandatory provisions particularly of the state in which you as the consumer have your habitual residence remain unaffected.
- (2) As for the place of jurisdiction, the statutory provisions apply.

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