

# **GENERAL TERMS AND CONDITIONS AND CANCELLATION POLICY of C&A Mode GmbH & Co. KG**

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## **§ 1 Operator of the online shop and scope of these General Terms and Conditions**

1. This online shop is operated by C&A Mode GmbH & Co. KG, Wanheimer Strasse 70, 40468 in Düsseldorf. C&A Mode GmbH & Co. KG is registered with the Court of Register of Düsseldorf District Court (HRA 6237). Personally liable shareholder: C&A Retail GmbH, Headquarters: Baar/Switzerland, Company ID: CHE-116.290.471, Managing Directors: Giny Boer, Christoph Hammer
2. The sale of goods is exclusively governed by these Terms and Conditions. Other Terms and Conditions, especially customers' Terms and Conditions, only apply if they have been accepted by us.
3. We sell our goods exclusively to consumers and only in standard commercial quantities.
4. English is the exclusive contract language.
5. Our Online Shop is addressed to customers from the following countries:
  - Denmark
  - Finland
  - Greece
  - Croatia
  - Portugal
  - Romania
  - Sweden
  - Slovakia
  - Slovenia
  - Czech Republic
  - Hungary

## **§ 2 Conclusion of the contract**

1. You can select individual items from the range of the Online Shop and send them to the electronic shopping cart by clicking on the "ADD TO BASKET" button. An order that is binding for you only comes into effect when you have entered all of the information required for the performance of the contract, confirmed your awareness of these Terms and Conditions and clicked on the "BUY NOW" button. Before you click this button, you can change or revise your order and the information entered regarding your order at any time.

2. After submitting your order, you will receive an automatically generated confirmation of receipt for your order per e-mail (hereinafter "the Confirmation"). The Confirmation contains information regarding your order and states the General Terms and Conditions once again. If you have not already printed or otherwise saved the details of your order and the General Terms and Conditions during the ordering process, we would advise you to print and save this e-mail. It will not be saved by us. The Confirmation does not establish a purchase agreement; the confirmation of receipt merely documents that your order was received by us.

3. We reserve the right to decline the order; we are under no obligation to conclude a contract on the basis of your order. Your order is first accepted by us upon dispatch of the ordered goods. You will receive notification of this in a separate e-mail. We do not accept orders from minors under the age of 18.

4. The minimum delivery value is 1 €. We do not accept orders below this value.

## **§ 3 Availability of and delivery time for goods**

1. If one or more of the items ordered by you are no longer available for delivery at the time of your order, we reserve the right to decide to reject the order in part or entirely. In this case, we will inform you immediately about the further proceedings via e-mail.

2. If the item or items ordered by you are available, the delivery time to you at the address provided is approx. 4 to 7 working days following the receipt of your order.

3. We ship with DHL. DHL will hand over the delivery to the local carrier in your country for delivery.

## **§ 4 Price**

1. All prices shown for goods in the online shop include the applicable VAT.

2. In addition, we charge a shipping fee of €3,90 for each shipment. Shipping is free for orders over 19€.

3. The price is to be paid in Euro. Any price indication in your local currency in our webshop is approximate and for orientation purposes only. The price indication is based on the daily exchange rate declared by the European central bank on the day of the purchase. The effective exchange rate is subject to the exchange rate applied by your bank or payment provider in the moment of effective payment.

## **§ 5 Payment terms**

1. You can choose between the following payment methods:

- payment with credit card (Visa, MasterCard)
- payment with PayPal: your bank or credit card details are recorded by PayPal upon registration.

All payments shall be made in EURO.

2. Please note that your agreements with credit institutes or other institutions may result in additional costs for electronic transfer, holding an account etc.

3. You are in default 30 days after the due date of our invoice. In case of default a flat fee of €2.00 will be charged for each reminder; you have the right to prove that C&A Mode GmbH & Co. KG incurred lesser or even no expenses for the reminder. Further claims by C&A Mode GmbH & Co. KG, in particular claims for damages and claims for default interest, remain unaffected.

## **§ 6 Reservation of ownership**

The goods delivered remain our property until paid for in full.

## **§ 7 Claims due to defects and liability for damages**

1. The statutory provisions on material defects and defects of title apply. Any and all information provided serves only as product description and is not to be regarded as a guarantee.

2. We are unlimited liable for willful intent and gross negligence committed by our bodies, representatives and vicarious agents. We are further liable for minor negligence committed by our bodies, representatives and vicarious agents in the case of impossibility, delay in performance, non-compliance with a guarantee or infringement of another essential contractual obligation. Essential contractual obligations are those upon whose compliance the parties of the contract may rely on or which makes execution of the contract possible in the first place. In the case of minor negligent infringement of the aforementioned obligations, our liability is limited to contract-typical damages that were foreseeable upon conclusion of the agreement. The aforementioned limitation of liability shall not apply for damages or losses arising from injury of life, body and health, for defects covered by a guarantee for the quality of the contractual good and in the case of fraudulent concealment of defects. Claims pursuant to the German Product Liability Act remain unaffected.

## **§ 8 Copyright and trademarks**

The website operated by us and its entire content, (in particular texts, photos, images, graphics, prints, textile designs, films, presentations, sounds, illustrations), any software and all trademarks and/or designs are all protected against unauthorized use by commercial proprietary rights, in particular copyrights, name and image rights, trademarks rights and/or design rights (registered or unregistered). Any use beyond searching for and purchasing goods requires prior written permission from us or, if we are not the holder of the respective rights, from the holder of rights.

## **§ 9 Applicable Law**

1. The law of the Federal Republic of Germany applies under exclusion of the United Nations Convention on the International Sale of Goods (CISG).

2. Notwithstanding paragraph 1, the law of the country of your habitual residence shall remain applicable to the extent that the choice of German law would have the result of depriving you of the protection afforded by provisions that cannot be derogated from by agreement by virtue of the law of the country of your habitual residence.

## **§ 10 Information on telephone costs**

You shall incur telephone costs for contact by telephone pursuant to your telephone contract, you shall not incur any further costs.

## **§ 11 Information on the German Battery Law**

Since we sell batteries and battery packs, as well as devices that contain batteries and battery packs, we are obligated under the German Battery Law (BattG) to provide you the following information.

Batteries and battery packs may not be disposed of as household waste. You are obligated by law to return used batteries and battery packs. Used batteries may contain harmful substances which, if incorrectly stored or disposed of, may be damaging to the environment or your health. Batteries also contain important raw materials, for example such as iron, zinc, manganese or nickel, and can be recycled. You can either send the batteries back to us with sufficient postage or return them free-of-charge to our dispatch warehouse (C&A Online Shop, Münchner Strasse 46, 30855 Langenhagen) or to a location near you (to the store or public collection points). The crossed-out waste bin means that the batteries and battery packs may not be disposed of as household waste.

## § 12 Right of withdrawal and instructions on withdrawal

### 1. Statutory right of withdrawal and instructions on 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 (C&A Mode GmbH & Co. KG, Postfach 210110, 46268 Dorsten, Germany, telephone +49 211 / 9872 7000 and e-mail address service\_eu@shop-c-and-a.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post 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, 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 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. If you return the delivered goods to us within the withdrawal period without an explicitly declared withdrawal, we shall handle this as a withdrawal and the aforementioned consequences shall come into effect.

#### **Model withdrawal form**

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

To C&A Mode GmbH & Co. KG, Postfach 210110, 46268 Dorsten, Germany or e-mail address service\_eu@shop-c-and-a.com:

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

### **§ 13 Consumer arbitration**

1. The consumer ODR-platform of the EU Commission can be reached via <https://ec.europa.eu/consumers/odr/>.
2. C&A Mode GmbH & Co. KG is not willing or obligated to participate in dispute settlement proceedings using the ODR platform.

### **§14 Electronic invoices in Portugal**

If you have your habitual residence in Portugal, by placing an order at our Online Shop you accept the issuance of invoices in electronic format or the sending of regular invoices by electronic means, including in PDF format by e-mail. Upon request the invoice will also be issued in paper form (e-Mail address: [service\\_eu@shop-c-and-a.com](mailto:service_eu@shop-c-and-a.com)).

*As of 31.03.2023*