

General Terms and Conditions for the online shop of FALKE KGaA

Preliminary remark

Below you can find our General Terms of Business for your registration and orders made via our Online Shop at www.falke.com

Through our Online Shop we can offer you two different options for ordering products. Different conditions apply depending on whether you want to buy products through our Online Shop (individually) or want to enter into a subscription agreement to receive products from Falke regularly.

Purchase of products through the Online Shop

When you order products through our Online Shop (without being a subscriber), in this case the standard terms of business can be found in the general part (A) in combination with part (B), which contains specific rules on the (simple) purchase of products. Section (C) has no bearing on the matter in this case.

Subscription agreement

If you make a subscription agreement with us for the regular supply of Falke products, the subscription agreement is subject to the general part (A) in combination with part (C) which contains special rules concerning the subscription agreement. Section (B) has no bearing on the matter in this case.

Part (A) – General section

1. Area of application

- 1.1. These general terms of business ("Terms and conditions") govern the business relationship between us, being FALKE KGaA, Oststraße 5, 57392 Schmallenberg ("FALKE") and you, the customer, if you obtain our product range through the FALKE Online Shop.
- 1.2. The general terms of business in the version applicable at the time of the order shall govern the business relationship between you and FALKE exclusively. Terms and conditions contrary to or deviating from the following provisions do not apply unless we expressly agree in writing to their validity.
- 1.3. We sell our products exclusively to consumers, small businesses, associations and foundations and only in quantities suitable for households. You are deemed to be a consumer insofar as the purpose of the deliveries and services ordered cannot be attributed mainly to your commercial business operation or self-employment. Your business is a small business if by its nature and extent it does not necessitate operating a business establishment set up for commercial purposes (Section 1(2) HGB).
- 1.4. The contract shall be concluded in the German language.
- 1.5. We do not offer products for purchase by minors. If you are younger than 18, it is necessary for your legal guardian or parent to be involved.

2. Registration/customer account

- 2.1. You can register as a customer with our Online Shop and set up a customer account. For this you must enter certain data relating to your person which we will store and which will make the procedure for future purchases through our Online Shop easier since your data will then already be available for any fresh purchases. In addition, you must specify a password enabling only you to access your customer account. Registration for the customer account will be confirmed immediately after completing the registration by clicking the "registration" button. Your access data will enable you to log into the FALKE Online Shop. Each customer is only entitled to maintain one customer account at a time. We reserve the right to delete multiple registrations. You are of course able to amend the data you have entered at any time or to delete your customer account. We are not obliged to accept the registration or orders from a registered customer. We are also not obliged to make the range offered available on a permanent basis. This does not affect orders that have already been confirmed.
- 2.2. The only time it is necessary to set up a customer account is when there is a subscription agreement (see Part C). You can otherwise also make purchases via our Online Shop without having a customer account. If you would like to buy articles without having a customer account, you must specify certain information for us in order to perform and settle the purchase contract, e.g. name, address, postal and shipping address, telephone number and email address.
- 2.3. When entering your personal data (whether in the event of creating/altering a customer account or entering your data to perform and settle 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 them available to any unauthorised third parties.

3. Delivery only in Europe and Switzerland/delivery and transfer of risk

- 3.1. The following delivery restriction applies: We only deliver to customers with a shipping address in the European Union or Switzerland.
- 3.2. If the product you have ordered is temporarily unavailable, we will notify you of this immediately. In the event of a delivery delay of more than two weeks you have the right to rescind the contract. Additionally, in this case we are also entitled to withdraw from the contract (although in the case of a subscription agreement this only applies to the unavailable part of the contract). Any payments already made in this case will be returned without delay.
- 3.3. If we are unable to keep to binding delivery dates for reasons not in our control (unavailability of the service), we shall notify you of this immediately and simultaneously give notice of an estimated new delivery date. If the delivery is also unavailable within the new delivery period, we are entitled to withdraw either fully or partly from the contract (in the case of a subscription agreement this only applies to the unavailable part of the contract); we shall immediately refund any payment already made by you. In this case, non-availability is said to be in particular the non-punctual delivery to us by our suppliers when we have concluded a congruent covering transaction, neither we nor our supplier is at fault or if in that instance we are not obliged to deal with the procurement. Our statutory rights to rescind and terminate the contract as well as the regulations on settling the contract in the case of an exclusion of the performance obligation (e.g. it is impossible or unreasonable to have to perform the obligation and/or to subsequently perform it) are unaffected.
- 3.4. The risk of accidental loss and accidental deterioration of the articles is transferred to you, the customer, on handover.

4. Retention of title

- 4.1. Until full payment of the relevant invoice amount, the articles supplied shall remain our property (articles subject to retention of title). As customer, you are obliged to treat the article with care while the retention of title prevails.

- 4.2. In the event of seizures or other acts by third parties, you must indicate that the articles are our property and notify us immediately in writing so that we are able to enforce our ownership rights. If the third party is unable to refund us the judicial costs or extra-judicial costs incurred in this regard, you shall be held liable.

5. Prices/shipping costs/payment/credit check

- 5.1. All prices stated on the FALKE Online Shop website are quoted inclusive of the applicable value added tax.
- 5.2. The shipping costs incurred will be notified to you as part of the presentation of our products and during the ordering process. These costs may vary depending on the delivery address you give.
- 5.3. Depending on the invoice address provided, you will be offered various ways to pay (e.g. by credit card, immediate transfer ("Sofortüberweisung"), Amazon Payments or on account). The various payment options will be displayed for you to choose from during the order procedure. You are able to alter the payment method stored in your customer account at any time provided it is possible with the invoice address you have stated.
- 5.4. Unless agreed otherwise (such as for the subscription agreement in accordance with Part (C), 1.5), payment of the purchase price will become due immediately on conclusion of the contract. When buying on account, payment becomes due immediately after the invoice has been received.
- 5.5. Your payment data will be transmitted to the corresponding payment service provider depending on the method of payment you have chosen. The financial service provider is responsible for your payment data. You should be aware that before choosing a payment method we perform an assessment of credit risk based on mathematical-statistical processes (scoring). For this, the personal data necessary for making the credit check - in other words, name, date of birth and address - are transmitted to these companies, and your address data are also taken into account. Using this information the statistical probability of default is calculated and on this basis a decision is made as to the more detailed execution of the contract, including in particular the nature of the payment options available to you.

6. Notes on data processing

- 6.1. Concerning the collection, processing and use of personal data and the application of the scoring procedure (see 5.5) we refer you to our data protection statement which can be downloaded at any time from our website in printable form using the button "Datenschutzerklärung" [=data protection statement].
- 6.2. If you have set up a customer account, you always have the option of downloading the data stored about you using the button "Mein Konto / Meine Daten" [=my account/my data] and altering or deleting it.

7. Conditions of personalisation

- 7.1. You have the option to have individual articles from our range embroidered with a series of characters, which is sewn onto the outside of both the left and right socks of the chosen article ("personalisation"). Articles that can be customised are marked with a needle and thread symbol at the bottom right of the preview image. After selecting the article and clicking the "personalisation" button, you can specify a four-character combination of letters and full stops and/or spaces. You can also select one of twelve embroidery colours and you have a choice of three fonts.
- 7.2. We reserve the right to refuse certain combinations, for example if they contain the trademark of a third party or the names of sports teams, athletes or other known persons, that neither you nor

we have the right to use, or because we find the combination inappropriate. If we refuse your chosen combination, you will be notified of this via email as soon as possible.

- 7.3. Your chosen personalisation must not breach the rights of third parties. Please note that, although we have the right to refuse your requested personalisation, you bear all responsibility for the personalisation and we are under no legal obligation to check or refuse your personalisation. If your chosen personalisation infringes the rights of a third party and that third party makes a claim against us (especially, but not limited to, compensation, omission or disclosure claims), then you are liable for compensation for any resulting damages.
- 7.4. Please note that you do not have the right of cancellation in relation to articles personalised by you and we cannot accept returns – unless the article is faulty.

8. Warranty/guarantee

- 8.1. The statutory provisions govern your rights in the event of material defects and defects of title.
- 8.2. An additional guarantee applies in the case of articles supplied by us only if this has specifically been stated in the product description on the site of our Online Shop or on the order confirmation for the relevant product.

9. Exclusion of liability

- 9.1. Provided these general terms of business and the following provisions do not come into conflict, we shall be liable under the relevant statutory provisions in the event of an infringement of contractual and non-contractual obligations
- 9.2. Irrespective of the legal grounds, we shall be liable for payment of damages in the case of intent and gross negligence. In cases of simple negligence we shall only be liable
 - a) for damages arising from wrongful death, personal injury or impairment of health,
 - b) for damages caused by the breach of a material contractual obligation (i.e. an obligation the fulfilment of which is crucial for the proper performance of the contract and on the fulfilment of which the contracting party regularly relies and may rely); in this case, however, our liability is restricted to the replacement of foreseeable damage which may typically occur.
- 9.3. The restrictions on liability resulting from 8.2 do not apply if we have maliciously concealed a defect or have given a quality guarantee for the articles. The same applies to claims asserted by you under the Act on Product Liability.
- 9.4. Insofar as we are excluded from or restricted in our liability for damages, this shall also apply with regard to the personal liability of our employees, factory workers, collaborators, representatives and agents.

10. Copyright and industrial property rights

All image rights, copyright and other intellectual property relating to the content of the Online Shop of FALKE (including text, illustrations, graphics, videos, music, trademarks, logos and other corporate marks) belong to us or our partners. Their use is not permitted without our prior specific agreement.

11. Assignment/offsetting/right of retention

You are not entitled to assign the purchase agreement made with us or parts of it to third parties without our written agreement. Your ability to set off with claims based on defects and other claims arising from the same purchase contract against our purchase price claim will not be limited by these General Terms and Conditions; you are only entitled to offset claims from other legal relationships against our purchase price claim, as far as your claims are uncontested, we have accepted them or they have been legally established. As purchaser, you may only exercise a right of retention if your counter-claim is based on the same purchase contract.

12. Customer service

FALKE's customer service can be reached on

Mondays - Fridays, 08:00 - 18:00 hours

E-Mail: online@FALKE.com
Telephone: 00800 22033022
Postal address:

FALKE KGaA
Online Shop
Oststraße 3
D-57392 Schmallenberg
Germany

13. Option to save or access the text of the contract

- 13.1. You can view FALKE's general terms of business on the website www.falke.com under "Terms and conditions". You may also print or save this document by using the normal function provided by your internet browser. You can also download and archive this document as a PDF file by clicking [here](#).
- 13.2. You can also archive the data from your order by waiting for the automatic order confirmation that we will email to you at the email address you have given once your order has been completed. This order confirmation email contains the data of your order and can be easily printed out or saved by your email program.
- 13.3. Within a reasonable period after concluding the contract and at the latest on delivery of the articles, we shall also provide you with a confirmation of the contract and its content on a permanent data carrier (e.g. by email or in writing) so that you can save the contract text and/or file it among your documents. This rule does not affect more extensive statutory information obligations with which we have to comply in respect of you.
- 13.4. Your order data will be stored by us but for security reasons cannot be downloaded by you directly. We offer each customer password-protected direct access via their customer account ("Mein Konto" [=my account]). With the corresponding registration this allows you to view data concerning your completed, open and recently shipped orders and to manage your address details, payment information and newsletters.
- 13.5. The text of the contract is stored subject to data protection security.

14. Contractual right to return articles

- 14.1. We grant a contractual right to return all our products within 14 days which is longer than the statutory cancellation right.

14.2. This contractual right allows you to dissolve the contract or, in the case of a subscription, to reverse a single shipment. To do this you must send the articles back to us as follows within 14 days of receiving them:

(1) Request a return slip by email from our customer service at online@FALKE.com or by phone on 00800 22033022; the return slip will then be emailed to you;

(2) Print out the return slip and affix it to the package;

(3) Simply drop off your parcel at your nearest post office - postage is already paid.

14.3. A punctual consignment date is adequate to preserve the deadlines. Should you want to use the contractual right of return, it will be necessary for you to have treated the products and packaging well beforehand and to send us back the entire, undamaged articles in the original packaging. If you have damaged the articles, the contractual right to return the articles is excluded. They are returned at our risk.

14.4. The statutory cancellation right for consumers (see Part (B) point 2 and Part (C) point 2) is not affected by our rules concerning the contractual right to return articles, but applies independently of it.

15. Online Dispute Resolution Platform

Information on the European Online Dispute Resolution Platform and on participation in dispute resolution proceedings before a consumer complaint office According to current law, we are obliged to inform consumers of the existence of the European online dispute resolution platform, which can be used for the settlement of disputes without bring it to court. For the establishment of the platform, the European Commission is responsible. The European online dispute resolution platform is available under the following link: <http://ec.europa.eu/odr>. The seller has no obligation and is not prepared to participate in dispute resolution proceedings before a consumer arbitration agency.

16. Final provisions

The laws of the Federal Republic of Germany, with the exclusion of the UN Sales Convention, apply to these general terms of business and to all legal and contractual relationships between you and us.

Part (B) – Special provisions for the sale of products (without a subscription agreement)

1. Conclusion of contract

1.1. You can choose from the FALKE Online Shop range of products and place them in your virtual shopping cart using the "in den Warenkorb" [=into the shopping cart] button. The presentation of products in the FALKE Online Shop is not a legally binding offer; it is simply a non-binding online catalogue.

1.2. By clicking on the button "jetzt kostenpflichtig bestellen" [now make a binding order], you are making a binding order for the articles contained in the shopping cart, constituting your offer to FALKE. By clicking this button you signify acceptance of these general terms of business which means you have included them in your application.

1.3. We will immediately email confirmation of the receipt of your order. This type of confirmation does not imply a binding acceptance of the order, unless it also states our acceptance besides confirming receipt. A contract only becomes effective when we accept your order separately in an email (shipping confirmation) or through delivery of the ordered articles

2. Cancellation information

As a consumer, you always have a statutory right to cancel on concluding a distance selling transaction for which we are notifying you as per the statutory method.

Cancellation information

Right to cancel

You have the right to cancel this contract within fourteen days without stating reasons. The cancellation period is fourteen days from the day on which you, or a third party you have nominated, who is not the carrier, have or has taken possession of the articles.

In order to exercise your cancellation rights, you must send us a clear declaration (e.g. a letter sent by mail, telefax or email) to us (FALKE KGaA, Online Shop, Oststraße 3, 57392 Schmallenberg, Germany) of your decision to cancel this contract. You may use the attached specimen cancellation form, although it is not mandatory.

To safeguard the cancellation period it is sufficient to send off the notification about exercising the cancellation right before the cancellation period ends.

Consequences of cancellation

If you cancel the contract, we must immediately refund to you all the payments we received from you, including the delivery costs (except the additional costs resulting from the fact that you have chosen a type of delivery other than the inexpensive standard delivery we offered) by the latest within fourteen days from the date on which we received the notice cancelling this contract. For this repayment we use the same means of payment that you used for the original transaction, unless a different arrangement has been specifically agreed; under no circumstances will you be charged for this refund.

We can refuse repayment until we have received the articles or until you have furnished proof that you have sent back the articles, depending on which is earlier.

You must immediately send back or hand over the articles to

FALKE KGaA
Online Shop
Auf der Lake 3
D-57392 Schmallenberg
Germany

within fourteen days at the latest from the date on which you notified us of the cancellation of this contract. The time limit is complied with if you send back the articles before the 14-day time limit has expired. We bear the costs of sending back the articles. You must only pay for the loss of value of the articles if this loss of value can be traced to unnecessary handling of them to verify the nature, characteristics and functioning of the articles.

Specimen cancellation form

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

To

FALKE KGaA
Online Shop
Auf der Lake 3
D-57392
Germany

I herewith cancel the contract concluded by me for the purchase of the following articles.

Ordered on:
Received on:

Forename/surname:
Street:
Town/city and postcode:

Date, signature

Part (C) – Special provisions for the subscription agreement

Subscription agreement

- 1.1. In addition to the one-off purchase of individual products you also have the option to conclude a contract for a product subscription via the FALKE Online Shop so that several times a year you are sent socks, stockings or tights of your choice by post at regular intervals – to be chosen by you – ("subscription agreement").
- 1.2. To set up a subscription agreement you can initially choose articles from the FALKE Online Shop range and place them in the virtual shopping cart using the button "Produkt abonnieren" [=subscribe to product] [NB: Adapt if necessary.]. The articles in the shopping cart are displayed in the section "Abo konfigurieren" [=configure subscription] [NB: Adapt if appropriate.]. You have the option there to select the frequency of deliveries per year ("delivery rhythm") as well as to determine the quantity of products to be delivered once again. We provide a selection of possible delivery rhythms. By clicking on the button "Zahlungspflichtigen Vertrag schließen" [Conclude formal contract] you are providing a binding offer to conclude a subscription agreement concerning the articles in the shopping cart. The application can only be sent off and transmitted if you accept these general terms of business by clicking on the button "AGB akzeptieren" [=accept general terms of business] and so include them in your offer.
- 1.3. We will immediately email confirmation of the receipt of your order. This type of confirmation does not imply binding acceptance of the subscription agreement, unless besides confirming receipt it also states acceptance. A subscription agreement only comes into being when we accept your order separately in an email (shipping confirmation) or through the initial delivery of the ordered articles.
- 1.4. The subscription agreement for the articles chosen by you (including the delivery rhythm) is made for an indefinite period.
- 1.5. During the term of the subscription agreement you can at any time add new articles to the subscription agreement via your customer account to the articles you have chosen – allowing a lead time of at least one (1) month. The provisions in point 1.2 of Part C apply analogously to such an extension of the subscription agreement.
- 1.6. In addition, you have the option, during the term of the subscription agreement, at any time via your customer account to reduce the number of articles you have chosen – with a lead time of at least one (1) month – resulting in a partial cancellation of the subscription agreement. If you take

such a reduction/partial cancellation, we will notify you of the altered contractual elements by email.

- 1.7. You may cancel the subscription agreement in writing or by email (to: online@FALKE.com) subject to one month's notice. We can terminate the subscription agreement subject to the statutory notice periods unless the above notice period is longer than the statutory notice period; in this case, the above notice period of one month also applies to us. The termination of the subscription agreement has no effect on the articles supplied up to termination of the subscription agreement.
- 1.8. Payment of the purchase price for each (partial) delivery becomes due directly after the corresponding invoice is received.
- 1.9. Changes to the shipping address are to be notified to us at online@FALKE.com at least 20 days before the next delivery date.

Cancellation information (for conclusion and extension of the subscription agreement)

As a consumer, you always have a statutory right to cancel on concluding a distance selling transaction for which we are notifying you as per the statutory method.

Cancellation information

Right to cancel

You have the right to cancel this contract within fourteen days without stating reasons. The cancellation period is fourteen days from the day on which you, or a third party you have nominated, who is not the carrier, took possession of the first articles.

In order to exercise your cancellation rights, you must send a clear declaration (e.g. a letter sent by mail, telefax or email) to us (FALKE KGaA, Online Shop, Auf der Lake 3, 57392 Schmallenberg, Germany) of your decision to cancel this contract. You may use the attached specimen cancellation form, although it is not mandatory. To safeguard the cancellation period it is sufficient to send off the notification about exercising the cancellation right before the cancellation period ends.

Consequences of cancellation

If you cancel the contract, we must immediately refund to you all the payments we received from you, including the delivery costs (except the additional costs resulting from the fact that you have chosen a type of delivery other than the inexpensive standard delivery we offered) by the latest within fourteen days from the date on which we received the notice cancelling this contract. For this repayment we will use the same means of payment that you used in the original transaction, unless a different arrangement has been specifically agreed; in no case will you be charged for this refund.

We can refuse repayment until we have received the articles or until you have furnished proof that you have sent back the articles, depending on which is earlier.

You must immediately send back or hand over the articles to

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Online Shop
Auf der Lake 3
D-57392 Schmallenberg
Germany

within fourteen days at the latest from the date on which you notified us of the cancellation of this contract. The time limit is complied with if you send back the articles before the 14-day time limit has expired. We bear the costs of sending back the articles. You must only pay for the loss of value of the

articles if this loss of value can be traced to unnecessary handling of them to verify the nature, characteristics and functioning of the articles.

Specimen cancellation form

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

To

FALKE KGaA
Online Shop
Auf der Lake 3
D-57392 Schmallenberg
Germany

I herewith cancel the contract concluded by me for the purchase of the following articles.

Ordered on:

Received on:

Forename/surname:

Street:

Town/city and postcode:

Date, signature

Date: January 2016