## 1. Scope

The following Terms and Conditions apply to all orders placed via our online shop. Our online shop is for consumers only.

# 2. Contractual partner, formation of contract, options for corrections

The contract is concluded with baslerbeauty GmbH & Co. KG.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the products contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

# Contract language, saving of the contract text

The language(s) available for concluding the contract: English

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. You may also view the text of the contract in our customer login area.

### 4. Delivery conditions

#### **Delivery costs**

Delivery costs are added to the product prices as displayed. Delivery charges are explained within individual product offers.

#### **Delivery options**

We ship the products to the delivery address specified in the order process.

We only dispatch goods en route; pick up by the customer is not possible.

We do not deliver to a "Packstation".

### 5. Payment

The following payment methods are basically available in our online shop.

#### Advance payment

If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

#### **Credit Card**

You provide your credit card details during the ordering process. Your card will be charged after the goods have been sent out.

#### PayPal

In order to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment

transaction will be processed by PayPal after placing the order. You will receive further instructions during the ordering process.

PayPal may offer registered PayPal customers further payment modalities in the customer account selected according to its own criteria. However, we have no influence on the offering of these modalities; further individually offered payment modalities affect your legal relationship with PayPal. You can find more information on this in your PayPal account.

#### **Apple Pay**

In order to pay the invoice amount via the payment service provider Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA ("Apple"), you must use the "Safari" browser, be registered with Apple, have activated the Apple Pay function, legitimise yourself with your access data and confirm the payment instruction. The payment transaction is processed immediately after placing the order. You will receive further information in the ordering process.

#### **Amazon Pay**

In order to pay the invoice amount via the payment service provider Amazon Payments Europe S.C.A. 38 avenue J.F. Kennedy, L-1855 Luxembourg ("Amazon"), you must be registered with Amazon, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed within one banking day after the order is placed. A banking day is any working day except Saturdays, national public holidays and 24th and 31st December each year. You will receive further information in the ordering process.

### 6. Retention of title

The products shall remain our property until full payment is made.

### 7. Damage during delivery

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

### 8. Warranty and guarantees

### 8.1 Liability for defects

We are under a legal duty to supply products that are in conformity with this contract.

The statutory guarantee provisions (liability for defects) shall apply. With respect to consumers, statutory warranty rights governed by the law of the country where the consumer has his habitual residence shall apply. Information on any additional guarantees and their precise conditions that may apply can be found next to the product and on specific information pages in the shop, if applicable. Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address provided for this purpose. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

### 8.2 Guarantees and customer service

Information on any additional voluntary guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop, if applicable.

Customer service: Sie erreichen unseren Kundenservice für Fragen, Reklamationen und Beanstandungen Montag bis Freitag von 9:00 bis 18:00 Uhr unter der Telefonnummer 00800 / 59911 970 sowie per E-Mail unter info@basler-beauty.ie

## 9. Liability

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

### 10. Code of conduct

We have submitted to the following codes of conduct:

Trusted Shops (https://www.trustedshops.com/tsdocument/TS\_QUALITY\_CRITERIA\_en.pdf)

### 11. Online dispute resolution

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <u>https://ec.europa.eu/consumers/odr/</u>. In order to settle disputes arising from a contractual relationship with a consumer or from whether such a contractual relationship exists at all, we will participate in dispute settlement proceedings before a consumer dispute resolution body. Consumers can contact their national European Consumer Centre in this regard. The respective contact details of the individual ECCs can be found at

https://www.evz.de/en/alternative-dispute-resolution/adr-in-europe/. The competent body in this matter is: Directorate-General for Justice and Consumers, Directorate-General for Justice and Consumers, European Commission, 1049 Bruxelles/Brussel, Belgium, https://ec.europa.eu/consumers/odr/main/.