

Terms and Conditions

Last revised: August 2019

1. General Provisions

1.1 **Scope**

- (a) The OUTLETCITY CLUB and the Online Shop (including the Rewards Shop) are operated by

OUTLETCITY METZINGEN GmbH
Friedrich-Hermann-Str. 6
72555 Metzingen

Phone: +49 (0)7123 92340
E-mail: service@outletcity.com

(hereinafter "**Outletcity**").

- (b) These General Terms and Conditions (hereinafter "**GTCs**") apply to all contractual and quasi-contractual relationships between consumers (hereinafter "**Members**") and Outletcity related to the OUTLETCITY CLUB (hereinafter the "**OUTLETCITY CLUB**," see Section 2) and the related online shop (hereinafter the "**Online Shop**," see Section 3).
- (c) Outletcity reserves the right to modify these GTCs, in particular to adapt them for future legal or technological changes. The GTCs shall apply in the version published at the time of registration.
- (d) If the GTCs are modified by Outletcity in accordance with subsection (c), any changes that are legally beneficial or neutral for Members shall take effect immediately. Notice of any other changes shall be provided to Members in written form (email is sufficient) at the latest two months after the effective date. Members will be deemed to have consented to changes, unless they object to such changes by providing Outletcity with written notice of objection (email is sufficient) within one month. Timeliness of any

objection shall be determined with reference to the date the notice of objection is sent. When the one-month period begins to run, Outletcity shall advise the Member one more time of the legal consequences of his/her action or inaction. If a Member objects to a change, Outletcity may terminate the membership agreement in accordance with Section 2.10.

- (e) If changes made in accordance with subsection (d) relate to services of Outletcity, Outletcity may only make such changes if they are not unduly burdensome for the Member considering the interests of Outletcity. Changes are not unduly burdensome for a Member in particular if they neither change the value nor the validity of premium points or membership benefits.

1.2 **Terms of use**

- (a) The OUTLETCITY CLUB website, the OUTLETCITY CLUB Code, as well as any other communication tools of the OUTLETCITY CLUB may be used only as intended by Outletcity. In particular, Members are prohibited from
 - (i) using any content of the websites for commercial or professional purposes without Outletcity's consent;
 - (ii) circumventing or rendering inoperational any functions (e.g., search screens) of communication tools of the OUTLETCITY CLUB, including, without limitation of the websites, or otherwise interfering with the websites, in particular by taking any actions that may place an excessive load on the infrastructure of the website of Outletcity;
 - (iii) blocking, overwriting, or modifying any content generated by Outletcity;
 - (iv) manipulating the reward points account balance in any manner; and
 - (v) using the free parking option made available for certain reward points account balances in accordance with Section 2.8 to park a motor vehicle on a long-term basis or using this option without shopping at any merchants that are affiliated Partners of Outletcity.

- (b) For any intentional or grossly negligent violations of the prohibitions set forth in subsection (a) Outletcity reserves the right to exclude a Member from using the offered services and to recover compensatory damages for any losses.

1.3 **Liability**

- (a) Outletcity shall always make best efforts to ensure that information provided is complete, accurate, and up-to-date. Outletcity shall not be liable if any information proves inaccurate, incomplete, or not up-to-date, except as provided in this Section.
- (b) In the event of any intentional or grossly negligent actions or omissions – whatever the legal grounds – Outletcity shall be liable for compensatory damages.
- (c) In the event of slight negligence, Outletcity shall only be liable for a breach of a material contractual obligation, and liability shall be limited to reasonably foreseeable damages. A material contractual obligation is any obligation the performance of which is necessary to achieve the contractual purpose and on the performance of which a Member may reasonably rely.
- (d) The limitation of liability set forth in subsection (c) shall not apply to any damages involving harm to life, limb, or health. The limitation of liability further shall not apply to fraudulent concealment, any guarantee that may be made by Outletcity in exceptional cases, or to the German Product Liability Act (*Produkthaftungsgesetz*).
- (e) If and to the extent that liability of Outletcity is excluded or limited, this shall also apply to any personal liability of its employees, representatives, and agents.

1.4 **Contract language, governing law, and alternative dispute resolution**

- (a) The contract language shall be German.
- (b) All contracts between the parties shall be governed by German law, except for the UN Convention on Contracts for the International Sale of Goods (CISG) and German conflict of laws provisions. If a Member is a consumer with his/her habitual abode in the EU, the Member further shall enjoy the protection of mandatory provisions of law

that are applicable in the jurisdiction in which the Member maintains his/her habitual abode.

- (c) Outletcity will not store the contract text, but will store order data in summarized form and email order data and send these GTCs to the Customer.
- (d) The contractual relationship between the parties shall be governed exclusively by the these GTCs. Outletcity shall not be bound by any different or conflicting terms and conditions of the Customer, unless Outletcity has expressly consented to their applicability in writing.
- (e) Outletcity currently does not participate in any alternative dispute resolution proceedings offered on the alternative dispute resolution website <http://ec.europa.eu/consumers/odr>.

2. Specific Provisions regarding the OUTLETCITY CLUB

2.1 The additional provisions of this Section shall govern contracts between Members and Outletcity related to the OUTLETCITY CLUB.

2.2 OUTLETCITY CLUB Members have the opportunity to collect reward points and status-relevant purchase values when purchasing products or services from Outletcity, in the Online Shop of Outletcity at www.outletcity.com, and/or affiliated Partners of Outletcity (hereinafter collectively referred to as "**Partners**"). Reward points may be redeemed online where the customer can choose from selected reward offerings or on site at selected points, depending on the particular reward. By accumulating status-relevant purchase values Members will qualify for the status level, including the benefits, described in Section 2.8. A list of current Partners is available [here](#). Information collected in connection therewith will be used for operating the OUTLETCITY CLUB and for commercial purposes.

2.3 Registration for the OUTLETCITY CLUB

- (a) Membership in the OUTLETCITY CLUB is available to any person who has reached the age of majority, has full legal capacity, and is a consumer (as defined in § 13 of

the German Civil Code (*BGB*) who is purchasing products for his/her own use and for his/her own account, irrespective of the place of residence.

- (b) Membership in the OUTLETCITY CLUB is free of charge.
- (c) Registration for the OUTLETCITY CLUB involves several steps. For customers registering for the first time (hereinafter "**New Customers**") registration for the OUTLETCITY CLUB requires that the New Customer fully and accurately enters the personal data requested in the form during the online registration process at www.outletcity.com and then clicks on the confirmation link that will be emailed to the New Customer by Outletcity. New Customers may also register in this manner by using the Outletcity App. If a New Customer registers using his/her Facebook login data, Outletcity will open a personal reward points account in accordance with subsection (d) immediately after the registration process has been completed.
- (d) After the registration process for the OUTLETCITY CLUB has been completed, Outletcity will open a personal reward points account for the Member and notify the Member thereof by email. This email constitutes the conclusion of a legally binding contract between the Member and Outletcity.
- (e) Each Member will receive an Outletcity customer card in digital and/or physical form from Outletcity (hereinafter the "**OUTLETCITY CLUB Code**"), which will identify the Member to Partners as a Member of the OUTLETCITY CLUB.
- (f) After opening a reward points account, Outletcity will not store the terms of the contract in any form accessible to the Member.
- (g) In the event that any personal data provided in the process of registering for the OUTLETCITY CLUB should change, Members shall notify Outletcity of such changes without undue delay.
- (h) Members may review and modify their personal data at any time while registering for the OUTLETCITY CLUB. In addition, Members may make changes to their data at any time in their customer profiles or contact the customer service of Outletcity to make such changes.

- (i) If a user already has a customer account with Outletcity in the Online Shop, the user must register for membership in the OUTLETCITY CLUB by accepting the new OUTLETCITY CLUB GTCs, either prior to placing an order in the Online Shop or at other appropriate occasions.
- (j) Each Member may have not more than one (1) reward points account.

2.4 **Withdrawal right**

Each Member has a withdrawal right as described in Section 4.

2.5 **Collection of reward points and status-relevant purchase values**

- (a) To collect reward points and status-relevant purchase values, Members must allow their OUTLETCITY CLUB Codes to be tracked when making payments in the Online Shop or at Partners. Members may do so by presenting their OUTLETCITY CLUB Codes to a Partner when purchasing products (in-store purchases only) or by using their OUTLETCITY CLUB account when logging in (online purchases). OUTLETCITY CLUB Codes are tracked either in Outletcity at OUTLETCITY CLUB terminals of participating Partners, via App per receipt scan, i.e., by photographing and submitting receipts for purchases made in the last 14 days, or by submission and tracking at the International Service Point in the Outletcity, but also only for receipts for purchases made in the last 14 days. Members do not have a legal claim to such retroactive crediting.
- (b) The number of reward points and status-relevant purchase values to be credited will be transmitted by each Partner to Outletcity and credited to the reward points account of the Member at the latest 30 days after the purchase.
- (c) The amount of collected reward points generally depends on generated gross revenue (hereinafter "**Revenue**"). For each euro/Swiss franc of generated Revenue a Member receives one reward point, with cent or centime amounts being commercially rounded up or down to a full euro/Swiss franc. Members also may receive reward points for participating in promotional offers without generating Revenue. In addition to reward points, each euro/Swiss franc of generated Revenue, with cent or centime amounts being commercially rounded up or down to a full euro/Swiss franc, is credited toward

status-relevant purchase values (in euros or Swiss francs). Reward points and status-relevant purchase values have no specific monetary value.

- (d) Outletcity or Partners may award additional reward points for promotional offers involving certain products or at special occasions. Multiple promotional offers cannot be combined – unless otherwise provided by the terms of the promotional offer.
- (e) Outletcity or Partners may exclude products from the award of reward points or of status level points at their discretion. Members will be notified of each such exclusion.
- (f) Reward points and status-relevant purchase values will be rescinded retroactively if the transactions based on which such points were awarded are reversed (e.g., rescission, withdrawal), if an order was placed by mistake, or if points were awarded as a result of any misuse by the Member or third parties. If a Member has already redeemed canceled reward points, reward points for future purchases of products or services will not be credited until the number of redeemed reward points has been reached.
- (g) Prior to registration for the OUTLETCITY CLUB it is possible to collect reward points at selected Partners of Outletcity whose stores feature appropriate scanning devices for the OUTLETCITY CLUB Code, by using anonymous customer cards or an app which the Customer has not yet used to register or log in as a member. Such reward points will be immediately added to the reward points account, but may not be redeemed until the registration process has been successfully completed.

2.6 **Redemption of reward points**

- (a) Members may redeem their reward points in exchange for certain products or services in the rewards shop of Outletcity (hereinafter the "**Rewards Shop**") and, if offered in connection with promotional offers, at Partners.
- (b) To redeem reward points, Members must identify themselves to Partners by presenting their OUTLETCITY CLUB Codes. If reward points are redeemed directly in the Rewards Shop, Members will be identified through their user accounts.

- (c) To redeem reward points directly in the Rewards Shop, Members may select from the rewards list a reward for which they will pay by using their reward points. The required number of reward points is specified in the rewards list.

After a click on the reward, the product details of the reward will be displayed. If a Member wishes to receive a reward by mail, the Member must click on the button "Ship Reward." The Member will then be prompted to provide a shipping address.

After another click ("Review Order") the Member will see a detailed overview of the order. By clicking on the button "Order Now" the Member makes a legally binding offer to enter into a contract for the redemption of his/her reward points in exchange for the selected reward. Immediately after the order is placed, the Member will receive confirmation that the order has been received. A contract will be concluded if and when a separate declaration of acceptance is received, shipment is confirmed by email, or the products are delivered, whichever occurs first. In each case acceptance must be declared within 14 days from the date of the Member's contract offer. Otherwise the Member will no longer be bound by his/her contract offer.

- (d) Outletcity shall have no obligation to accept any offers of a Member to enter into a contract and may reject any offer at any time for any or no reasons. In such case Outletcity shall notify the Member that the offer has been rejected.
- (e) The delivery of rewards is free for Members.
- (f) In order to redeem reward points for alcoholic beverages, Members must be at least 18 years old at the time of redemption. The age of the Member redeeming reward points will be verified at the time the products are delivered.
- (g) Each Member has a withdrawal right under Section 4 when redeeming reward points directly in the Rewards Shop.

2.7 **Reward points account**

- (a) Reward points accounts, reward points shown in the account, and status-relevant purchase values are non-transferable except with the prior consent of Outletcity.

- (b) Members may view their reward points account balances at any time by accessing their customer accounts online.
- (c) Reward points are valid until the 30th of September following the expiration of 36 months from the date the respective points are credited. After this time period has expired, points will lapse and be deleted from the Member's reward points account.

2.8 **Status level**

- (a) The OUTLETCITY CLUB has two status levels: silver status and gold status. The status level of each Member depends on the Revenue generated by the Member within the last 12 months; for purposes of determining the status level the date Revenue is credited corresponds to the date the respective reward points are credited, which may be delayed for a time period of up to 30 days (see also Section 2.5 (b)):
 - (i) Silver status is awarded to each Member who has generated Revenue of up to € 2,499.00.
 - (ii) Gold status is awarded to each Member who has generated Revenue of € 2,500.00 or more.
- (b) The differences between the two status levels are as follows:
 - (i) Members who have reached the silver status level will receive at least the following benefits:
 - exclusive notifications of promotional offers (such as pre-sales events or shopping events);
 - birthday surprises;
 - the option of parking at Outletcity at reduced prices or for free.
 - (ii) Members who have reached the gold status level will receive at least the following additional benefits:

- exclusive rebates;
 - early access to benefits of promotional offers in connection with selected sales promotions of Outletcity.
- (iii) Outletcity may award additional benefits at its sole discretion.
- (c) Once a status level described in subsection (a) has been reached, it will be valid for a time period of 12 months, unless a higher status level is reached in accordance with subsection (d).
- (d) Members who have reached a higher status level will remain at that higher status level for a time period of 12 months from the date they reach that status. Only at the end of this time period Outletcity will review and reassess the Member's status level based on the status-relevant purchase values collected in the preceding 12 months.

2.9 **Duration of the OUTLETCITY CLUB**

- (a) Outletcity plans to operate the OUTLETCITY CLUB permanently. However, Members do not have a legal claim against Outletcity to operate the OUTLETCITY CLUB permanently. Outletcity hereby expressly reserves the right to discontinue operating the OUTLETCITY CLUB.
- (b) Reward points may be redeemed up to six (6) months from the termination date communicated by Outletcity to Members.

2.10 **Termination of OUTLETCITY CLUB membership**

- (a) Members may terminate their OUTLETCITY CLUB membership agreements at any time with immediate effect for any or no reasons by providing Outletcity with notice of termination. If a Member terminates his/her membership all reward points and status-relevant purchase values will lapse with immediate effect. Any transfer is excluded.
- (b) Outletcity may terminate a Member's membership in the OUTLETCITY CLUB at any time and for any or no reasons by providing the Member with four (4) weeks' notice to

take effect at the end of the month. Reward points may be redeemed for up to six (6) months after the termination date.

- (c) The right of either party to terminate the membership agreement for good cause shall remain unaffected thereby.
- (d) If Outletcity terminates a membership agreement for good cause, all reward points and status-relevant purchase values will become null and void at the time notice of termination is received.
- (e) Notice of termination generally shall be valid only if in written form (email is sufficient).

3. Specific Provisions for the Online Shop

3.1 Scope

- (a) The Online Shop is operated by Outletcity.
- (b) This section of the GTCs applies to all contractual relationships and quasi-contractual relationships between consumers (in this Section referred to as "**Customers**") and Outletcity related to the Online Shop. The Online Shop and Rewards Shop are made available on the website of Outletcity at www.outletcity.com (hereinafter the "**Portal**").

3.2 General description of the Portal

- (a) Access to products, prices, and ordering requires registration for the OUTLETCITY CLUB (see above). Only Members of the OUTLETCITY CLUB may place orders on the Portal. Customers do not have a legal claim to place orders by any other methods.
- (b) Offered products generally are limited in terms of quantities and product versions (e.g., clothing sizes). The permanent availability of particular products is not guaranteed. Outletcity may make orders placed in response to promotional offers subject to certain conditions. Product descriptions on the Portal are not legally binding offers.
- (c) All products are sold only in standard household quantities. This applies both to the number of products ordered by any single order as well as to the placement of multiple

orders for the same product where each individual order is for a standard household quantity.

3.3 Use of the Portal

The Portal is subject to change. Features of the Portal may change and services may be limited if this is necessary in light of capacity limits, the security or integrity of servers, or the performance of technical measures and if such changes serve the proper or improved provision of services (e.g., maintenance work). In particular for technical reasons the Portal may be unavailable temporarily or may be available only to a limited extent (unforeseen system crashes).

3.4 Product features

The key features of products are shown in the product descriptions. The product descriptions are shown one more time immediately before the order is placed and are sent to the purchaser after the order has been placed.

3.5 Prices/shipping costs

- (a) Product prices shown in the Online Shop of Outletcity include value-added tax at the legal rate in effect when the order is placed.
- (b) Outletcity may charge shipping costs or a packaging fee for delivery. If such costs or fees incur, they will be indicated before the product is placed in the shopping card.

3.6 Ordering process

- (a) To place an order, a Customer must log into the Portal using his/her access data for the OUTLETCITY CLUB. The Customer then navigates to a product and clicks on the button "Place in Shopping Card."
- (b) The Customer may make changes or add additional products to the shopping cart. If the Customer wishes to place an order, he/she may choose "Proceed to Checkout" or "Directly to PayPal" in the shopping cart. The "Proceed to Checkout" option offers the

Customer different payment methods as described in subsection (c) below. The "Directly to PayPal" method allows the Customer to pay for an order using PayPal.

- (c) If a Customer has clicked on the button "Proceed to Checkout," the Customer will next enter his/her billing and shipping address(es) and the payment method will be defined. After clicking on the button "Save and Continue" the Customer may review the order one more time.

By clicking on the button "Buy" the Customer makes a legally binding offer to purchase the products in the shopping cart.

In the event of payment by SOFORT transfer, the offer will be accepted by transferring the Customer to the website of SOFORT GmbH as described in more detail in Section 3.7 (b) below.

In the event of payment by PayPal, the Customer will, after he/she has selected the payment method PayPal, be transferred to the website of PayPal (Europe) S.à.r.l. et Cie, S.C.A., Luxembourg. There, the Customer will initiate payment for the products following the steps required for using PayPal. Thereafter the Customer will be transferred back to the Portal and will have a chance to review his/her order one more time. Only when the button "Buy Now" is clicked in the Portal the Customer will place his/her order, the purchase agreement will be concluded, and payment will be triggered.

In the event of payment by invoice, the Customer will make a legally binding offer to purchase the products in the shopping cart by clicking on the button "Buy Now". Thereafter, the Customer will receive an email with the payment details. A purchase agreement will be concluded by separate declaration of acceptance, email confirmation of shipment, or delivery of the products, whichever occurs first.

- (d) If the Customer has clicked on the button "Directly to PayPal," the Customer will be transferred from the shopping cart directly to the website of PayPal (Europe) S.à.r.l. et Cie, S.C.A., Luxembourg. As described in more detail in Section 3.7 (b) below, the Customer will make payment for the products on the website of PayPal following the steps required for using PayPal. In addition, the Customer will choose a shipping address saved with PayPal. Thereafter the Customer will be transferred back to the

Portal and will have a chance to review his/her order one more time. The shipping address selected at PayPal will be used as the billing and shipping address on the Portal. Only when the button "Buy Now" is clicked on the Portal will the Customer place his/her order, a purchase agreement will be concluded, and payment will be triggered.

- (e) In any event, the Customer receives confirmation of receipt of the order immediately after the order is placed. Unless otherwise provided above, this confirmation only will serve as the declaration of acceptance if this is expressly stated in the confirmation of receipt of the order or is implied by a request for payment. If an offer is not accepted by any of the aforementioned methods, Outletcity may accept the offer by sending a confirmation of shipment by email or delivering the ordered products. In each case acceptance must be declared within 14 days from the date of the Customer's contract offer. Otherwise the Customer will no longer be bound by his/her contract offer.
- (f) Outletcity shall have no obligation to accept any offers from a Customerer to enter into a contract and may reject any offer at any time and for any or no reasons. In such case Outletcity shall notify the Member that the offer has been rejected.

3.7 **Payment**

- (a) Outletcity delivers products after the Customer has made payment in advance by bank transfer to Outletcity's bank account. Following receipt of the order by Outletcity, the Customer will receive the necessary payment details. Products are shipped after payment has been received.
- (b) Outletcity may also make additional payment methods available to the Customer, such as SOFORT transfer, direct debit, credit card, PayPal, or invoicing. Outletcity has the right to offer certain payment methods only in some cases and to refer the Customer to other payment methods. Any additional payment methods that may be available to the Customer in a particular case will be shown to the Customer in the course of the ordering process and before the order is placed. Additional information about the selection of payment methods offered by Outletcity to a Customer in a particular case, can be found in the privacy policy.

In the case of payment by SOFORT bank transfer, the Customer will be offered the opportunity, after he/she has made his/her contract offer, to switch to the website of

SOFORT GmbH, Munich, which operates the SOFORT bank transfer service, and to make advance payment in accordance with paragraph (a) and subject to the terms and conditions of the SOFORT website. SOFORT is a service where Outletcity receives the transfer credit immediately. This speeds up the entire ordering process. The Customer needs his/her bank account number, bank code, the PIN and TAN of his/her bank account, which must be made available to SOFORT GmbH for execution of the payment transfer. The Customer must ensure that he/she has a right to do so under the terms of the contract with his/her bank. Using the secure payment form of SOFORT GmbH, which is not accessible to Outletcity, SOFORT will make an automated and real-time transfer to the Customer's online bank account. In the process, the amount of the purchase price will be transferred immediately and directly to the bank account of Outletcity. If the payment method SOFORT transfer is selected, a prefilled form will open up at the end of the ordering process. This form will already include the bank account information of Outletcity. In addition, the amount to be transferred and the intended purpose will already be displayed in the form. The Customer must now select the country in which his/her online bank account is located and enter the bank code. Next, the Customer will enter the same access data as are used to log in for online banking (account number and PIN). The Customer must then confirm his order by entering the TAN. Immediately thereafter, the Customer will receive confirmation of the transaction, if applicable. Generally, any Internet user can use the SOFORT transfer payment method, provided that he/she has an activated online bank account with a PIN/TAN procedure. A few banks do not offer the SOFORT transfer payment method. For additional information as to whether a bank supports this service, please refer to <https://www.sofort.com/ger-DE/kaeuffer/su/online-zahlen-mit-sofort-ueberweisung/>. Once payment has been confirmed to us by SOFORT GmbH, we will initiate the shipping process.

In the case of the payment methods direct debit, credit card, and PayPal, the data required due the nature of the selected payment method will be requested in mandatory fields during the ordering process and must be truthfully provided by the Customer.

In the case of payment by direct debit, payment once again will be made in advance upon placement of the order after Outletcity has confirmed receipt of the order and declared acceptance.

In the case of payment by credit card, payment will be authorized upon placement of the order after Outletcity has confirmed receipt of the order and declared acceptance. Payment authorization reserves the total order amount on the credit card account. The credit card will not be charged until the order is shipped.

In the case of payment by PayPal, payment will be made after the payment data have been entered on the website of PayPal (Europe) S.à.r.l. et Cie, S.C.A., Luxembourg. For this purpose it may be necessary to open an account with this payment provider. The execution of payment transfers may depend on whether PayPal (Europe) S.à.r.l. et Cie, S.C.A. enters into a contractual relationship with the user. Verification of the Customer's identity may result in delays. For additional information, please refer to the PayPal website and its terms and conditions. Once payment has been confirmed by PayPal to Outletcity, Outletcity will start the shipping process.

In the case of payment by invoice, payment will be made after receipt of the products. Payment is due 14 days after receipt of the products. After 14 days since receipt of the products have passed, the Customer will be deemed in default without requiring any past due notice. The bank account information and exact invoice amount will be enclosed with the package and will also be communicated to the Customer by email. The invoice amount must be transferred to the account stated in the invoice.

The bank details of Outletcity are as follows:

OUTLETCITY METZINGEN GmbH
Commerzbank AG
IBAN: DE91 6404 0033 0428 4717 01
BIC (SWIFT code): COBADEFFXXX

- (c) Payment by means of a voucher from Outletcity requires that the voucher code is entered during the ordering process. Once the ordering process has been completed, payment by voucher or receipt of a voucher rebate is no longer possible. In addition, the terms and conditions shown on the voucher shall apply.
- (d) The Customer has no right to offset any counterclaims unless such counterclaims have been established by a final and conclusive court judgment or are undisputed by Outletcity. Moreover, the Customer has no right to refuse performance based upon

any counterclaims unless such counterclaims arise from the same contractual relationship.

3.8 **Fulfillment of orders**

Deliveries will ship from the sender "Outletcity.com Shipping Center" at the risk of Outletcity and during regular business hours via the shipping services provider designated in the order summary. Deliveries are insured against the risk of damage during transport for the benefit of Outletcity. Outletcity requests that the Customer inspect products upon arrival for any damages or missing items and to have any damages to delivered products confirmed in writing by the shipping services provider.

3.9 **Withdrawal right**

The Customer has a withdrawal right as provided in Section 4.

3.10 **Retention of title**

Outletcity shall retain title to delivered products until the purchase price has been paid in full.

3.11 **Warranty**

The statutory warranty provisions apply.

3.12 **Customer service**

- (a) The Customer service of Outletcity can be reached by email at service@outletcity.com, by telephone during normal business hours in Germany at +49 (0) 7123 1789978 (phone) or +49 (0) 7123 178997899 (fax), and in Austria at +43 (0) 720 882390 (phone), and by mail at OUTLET CITY METZINGEN GmbH, Postfach 1538, 72545 Metzingen, Germany.
- (b) Outletcity is not willing, and have no obligation, to participate in any dispute resolution proceeding before any consumer mediation service.

3.13 **Rights**

Outletcity hereby grants the Customer a limited license to access the Portal for personal use. This license does not include any resale or commercial use of the Portal or its content, any collection or use of product information, descriptions, or prices, any derivative use of this Portal or its content, any downloading or copying of account information for the benefit of any other seller, or any use of data mining, robots, or similar data collection or extraction software.

4. **Withdrawal Right**

4.1 Each Member or Customer has the withdrawal right described below, if reference is made to this Section:

Information about withdrawal right

Withdrawal right

You have the right to withdraw from this contract within 14 days for any or no reasons. The withdrawal period is 14 days from the date of the contract.

To exercise your withdrawal right, you must notify us (OUTLETCITY METZINGEN GmbH, Friedrich-Hermann-Str. 6, 72555 Metzingen, e-mail: service@outletcity.com, phone: +49 (0)7123 1789978, fax: +49 (0)7123 969825) of your decision to withdraw from this contract by providing us with clear notice (e.g., by regular mail, telefax, or e-mail). You may use the attached withdrawal form, but are not required to do so.

To comply with the withdrawal period, it is sufficient for you to notify us of your exercise of the withdrawal right before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we must refund to you without undue delay, at the latest 14 days from the date we receive notice of your withdrawal from this contract, all payments which we have received from you, including shipping costs (with the exception of any additional costs resulting from the fact that you have chosen a delivery method other than the least costly standard delivery method offered by us). We will use the same payment method for this refund that you used for the original transaction, unless we have expressly agreed otherwise with you; in no case will you be charged any costs or fees to receive this refund.

If you have requested that we start providing services during the withdrawal period, you are obligated to pay us a reasonable amount that reflects the proportion of the amount of services which we have already provided until you provide us with notice of your exercise of the right to withdraw from this contract and the total amount of services provided for in the contract.

4.2 To exercise the withdrawal right, Members or Customers may use the following form:

Withdrawal Form
(If you wish to withdraw from the contract, please complete this form and return it to us.)

To
OUTLETCITY METZINGEN GmbH
Friedrich-Hermann-Str. 6
72555 Metzingen

E-mail: mail@holy-ag.de
Fax: +49 (0)7123 969825

I/we hereby withdraw from the contract made by me/us(*) for the purchase of the following products (*)/provision of the following services (*)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Pickup location of products (if different from address of consumer(s))

Signature of consumer(s) (only for notice by hard copy)

Date

(*) Please delete as appropriate

4.3 There is no withdrawal right for some of the products offered by us, namely for contracts on the delivery of products that are not prefabricated or for the manufacture of which a specific selection or determination by the consumer is essential or which are clearly custom-made to meet the personal needs of the consumer.

4.4 Trying on underwear or bathing wear in a store usually is subject to the condition that the product is tried on only on top of other underwear. Please note that this is also the case for our bathing und underwear products.