

## Terms & Conditions

### Preamble

OUTFITTERY GmbH (hereinafter referred to as "OUTFITTERY") operates a website at [outfittery.com](http://outfittery.com) and an App on which selected men's outfits are offered. The customer is given the opportunity to register in the online system or app and enter into a database specific data and information regarding his/her person, preferences and taste in the area of fashion and lifestyle. The customer thus grants OUTFITTERY consent to put together and send to the customer at its own discretion, based on personal criteria, as individual as possible a selection of fashion articles of any kind. § 4 and 5 below provide more details on how the contract comes into being and the customer's statutory cancellation right. The use of the website [www.outfittery.com](http://www.outfittery.com), app and the contracts concluded through that website are subject to the following General Terms and Conditions of Business.

### § 1: Scope of applicability, accessing the Ts&Cs

1.1. The website [www.outfittery.com](http://www.outfittery.com), including all subdomains and app (hereinafter referred to as [outfittery.com](http://outfittery.com)) and the system for the distribution of fashion articles are operated by OUTFITTERY GmbH, Leuschnerdamm 31, 10999 Berlin, represented by managing director Julia Bösch and entered in the commercial register of the District Court for Berlin under register number HRB 140519B (hereinafter referred to as OUTFITTERY).

1.2. The following General Terms and Conditions of Business (Ts&Cs) apply for the use of the website [outfittery.com](http://outfittery.com) and for the contracts concluded through [outfittery.com](http://outfittery.com) and app. Deliveries and services of OUTFITTERY will be performed exclusively in accordance with these Ts&Cs. Any differing or contradictory general business conditions of the contract partner shall not apply even if we render our performance without any reservations.

1.3. These Ts&Cs of OUTFITTERY can be accessed, printed out or locally saved at any time at [www.outfittery.com/terms](http://www.outfittery.com/terms).

1.4. Within the framework of contracts with OUTFITTERY these Ts&Cs confer rights and impose obligations exclusively on consumers. A consumer in the meaning of the following provisions (hereinafter referred to as a "customer") is any natural person who concludes a legal transaction for a purpose which cannot be attributed either to his/her commercial or independent professional activities

## **§ 2: General terms and conditions of business**

OUTFITTERY reserves the right to adjust or amend these Ts&Cs at any time within the legally permitted limits. For ongoing contractual relationships, particularly for already placed orders, as a rule the version of these Ts&Cs applicable when the respective legal transaction was concluded shall apply. However, OUTFITTERY GmbH shall have the right to unilaterally amend these Ts&Cs, insofar as they have been introduced into the contractual relationship with the customer, if this is necessary to eliminate subsequently arising disruptions of equivalence or to make an adjustment in line with changed legal or technical framework conditions and is not contrary to the current provisions of law relating to consumer protection. The customer shall be informed of any adjustment, specifying the content of the amended provisions. The amendment shall become a part of the contract unless the customer objects to its integration into the contractual relationship with respect to OUTFITTERY in writing or text form within six weeks after receiving the change notification.

## **§ 3: Registration with OUTFITTERY**

3.1. OUTFITTERY provides the customer with the opportunity to register on outfittery.com and open an account. Registration is essential to use the OUTFITTERY Internet service.

3.2. The customer must treat his/her personal access data confidentially and refrain from making it available to any unauthorised third parties.

3.3. The customer registers by clicking on the "Register free of charge" or "Register" buttons.

3.4. Registration with OUTFITTERY is free of charge. There is no entitlement to registration. OUTFITTERY GmbH can also make registration subject to further requirements (e.g. verification of the registration data, a creditworthiness check). When registering the customer must provide correct and accurate information. He/she should report any changes in the data in order to avoid costs if he/she would like to place a new order. In particular, the customer must state his/her full name, address, country and e-mail address. OUTFITTERY shall have the right to effectively deliver declarations to be made with respect to the customer to his/her e-mail address, unless a stricter mandatory form is required by law or under an agreement.

3.5. OUTFITTERY shall store the personal data saved upon registration so that the customer can log in again at any time with his/her access data. The handling

of the personal data and the overall data protection are regulated in our privacy policy declaration.

## **§ 4: Concluding a contract**

4.1. The website as such, particularly the presentation of goods on outfittery.com, does not constitute a binding offer of OUTFITTERY.

4.2. On the basis of the personal data that the customer enters in the OUTFITTERY online system, OUTFITTERY shall select various goods and send them to the customer at the current product price. Price increases at short notice, within four months after the conclusion of the contract (Article 309 No. 1 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)), are excluded. The selection of the goods is at the sole discretion of OUTFITTERY. The customer has no entitlement to be sent particular products. The customer will be sent, per order, goods with a maximum value of EUR 1,500.00 including the currently applicable VAT of the customer's specified delivery country. The customer therefore explicitly grants OUTFITTERY a unilateral performance determination right in accordance with Articles 315 and 316 BGB. The personal data can be entered by the customer during a telephone appointment with a style consultant, or alternatively by telephone, by sending an order through a questionnaire uploaded onto the OUTFITTERY website without a telephone consultation or also by sending a text message or e-mail to OUTFITTERY. The customer shall receive, according to his/her order request, a confirmation by OUTFITTERY of the dispatch of the goods either by e-mail or in writing.

4.3. The sending of the goods after the customer has declared his/her consent to it constitutes Outfittery's offer to conclude a purchase contract with regard to the dispatched fashion articles at the specified price, a maximum of EUR 1,500.00, including the currently applicable statutory VAT of the customer's specified delivery country. When the package of goods is accepted by the customer or by a third party authorised or tolerated by him/her the offer will be deemed to have been accepted. Irrespective of this, the customer is also entitled to the statutory cancellation right, as detailed in § 5.

## **§ 5: Cancellation right**

5.1. This section provides the customer with the legally required information on the requirements for and consequences of the cancellation right (here). In the

event of return shipment of goods where the cancellation right has been lawfully exercised, the customer must use the return shipment sticker enclosed by OUTFITTERY. If the return shipment sticker is not (no longer) available, you can request one at any time from OUTFITTERY's customer service.

Telephone for English speaking customer service: +49 (30) 255 585 260

Open Hours: Monday – Friday, 9am – 6pm

The return shipment sticker allows unnecessary costs to be avoided. For that reason, the goods should preferably not be sent back without prepaid freight.

5.2. The purchase price shall be reimbursed, unless other account details have been submitted, into the account of the customer used for the payment.

5.3 You have no right to withdraw the order if the goods to be delivered are not pre-fabricated and if they have been made in line with your individual options or wishes or if they have clearly been tailored to your requirements. This also applies for sealed goods which are not suitable for returning for health protection or hygiene reasons, if their seal was removed after delivery.

## **§ 6: OUTFITTERY's performance obligations**

OUTFITTERY is not obliged to further process the information provided by the customer. Also after successful registration no legal entitlement exists to use services or claim performances.

## **§ 7: Usage of the OUTFITTERY website and Internet platform**

7.1. It is not permitted, without the explicit prior consent of OUTFITTERY, to copy content from the OUTFITTERY website and otherwise use it. The user only has the right to use the Internet service operated by OUTFITTERY through the customary programmes (Internet browser) or software possibly provided by OUTFITTERY. In particular, it is not permitted to use the service through automated software (e.g. script programmes). This particularly applies if the purpose of that software is to generate or obtain certain data.

7.2. OUTFITTERY reserves the right to change or reduce the scope of the functionalities of the website at any time or to discontinue them. In the event of

necessary maintenance work, it cannot be ruled out that the website may be temporarily unavailable. The customer has no entitlement to be able to access or call up his/her data at any time. In individual cases a loss of data may occur. OUTFITTERY is not liable for such losses of data.

## **§ 8: Delivery terms and shipping costs**

8.1. The goods will be delivered to the address that was specified when the membership was established or when the order was placed. If the recipient's address is stated incorrectly, the customer shall bear the additional costs incurred. The same applies if the goods cannot be delivered.

8.2. The preparation and shipping costs shall be borne by OUTFITTERY for deliveries within Germany, Switzerland, Austria, Netherlands, Belgium, Luxembourg, Sweden, Denmark. The goods will be sent through a delivery firm selected by OUTFITTERY, directly to the address specified by the customer or chosen PickUpPoint by Outfittery (only for Denmark or Sweden). As a rule, offers will be delivered within ten business days (weekends and holidays not included). Deliveries will be made to other countries as requested.

8.3. OUTFITTERY shall also bear return shipment costs if the goods are defective (as well as the return shipment costs if the time limit for cancellation is complied with, see § 5 of these Ts&Cs).

8.4. In the case of deliveries to consumers (Article 13 BGB), the risk transfers to the customer when the shipment containing the goods to be delivered is handed over by the carrier to the customer or its authorised representative or at the delivery address specified by the customer.

## **§ 9: Purchase price**

9.1. When the goods are delivered, the customer shall receive a delivery note with a price-list for all the delivered goods. The prices specified will be final prices, including all price components and all payable taxes. No additional costs will be charged for the shipment.

9.2. Once the purchase contract has become effective in accordance with § 4, OUTFITTERY GmbH shall notify the customer by e-mail of the total purchase price to be paid for the approved goods.

9.3. The purchase price receivables shall be due 10 days after the notification of the total purchase price, unless otherwise stated in the respective e-mail.

9.4. For payments from abroad the customer shall bear all additional costs, such as bank charges and wire transfer fees. With regard to whether payment is made on time, it will be decisive whether the customer performed the due payment transaction at his/her place of business/residence in good time.

## **§ 10: Payment terms**

10.1. The customer has the following payment options: prepayment by wire transfer, payment by credit card or payment on account. OUTFITTERY reserves the right not to offer individual payment methods or to only offer them for particular orders.

10.2. If the customer is late in settling more than one liability, OUTFITTERY shall have the right, after the ineffective expiry of a two-week additional time limit, to make all its receivables from the debtor due for payment, if the arrears relate to at least two different invoices and amount to at least 10% of the total receivables.

10.3. Purchase on account: In the case of purchase on account, the invoice amount will be due for payment within 21 days from the calendar day specified on the invoice. The payment method purchase on account is not available for all offers and requires, among other things, a successful creditworthiness assessment by OUTFITTERY.

10.4. As part of the assessment of your creditworthiness, in some countries we will obtain information on your previous payment behaviour and creditworthiness information on the basis of mathematical/statistical processes, using address data, for delivery to

Germany from BFS finance GmbH, Gütersloher Str 123, 33415 Verl

Austria from CRIF AG, Riesbachstrasse 61, 8008 Zürich

Riesbachstrasse 61, 8008 Zürich

Netherlands from Experian Nederland BV, Postbus 16604, NL-2500 BP Den Haag

Belgium from BISNODE, Researchdreef 65 Allée de la Recherche, 1070 Brussels through CRIF GmbH, Dessauerstr. 9, 80992 München

Sweden from Creditsafe i Sverige AB, Garda Fabriker, Fabriksgatan 7, SE- 41250 Göteborg through CRIF GmbH, Dessauerstr. 9, 80992 München

Denmark from Experian, Karenslyst Alle 8b, Pb. 5275 Majorstuen, 0303 Oslo through CRIF GmbH, Dessauerstr. 9, 80992 München.

Please contact the customer service (5.1) if you have any further questions regarding our assessment of creditworthiness.

10.5. If the customer chooses payment by credit card, as a rule he/she will have to provide security for the shipped goods. For this purpose, OUTFITTERY will have an amount of up to €100.00 blocked in its favour in connection with a so-called dealer request from the credit facility that the customer has been granted by his/her credit card institution for his/her credit card.

10.6. If the customer chooses prepayment, after his/her clothing style has been agreed and the goods have been assembled by OUTFITTERY, he/she will receive an invoice for the amount payable for the goods shipped on a trial basis. The goods shall be delivered after the wire transfer is received in OUTFITTERY's account.

## **§ 11: Limitation and liability**

11.1. OUTFITTERY shall be liable for damage incurred by the customer caused by OUTFITTERY, its statutory representatives, managerial staff or vicarious agents either intentionally or due to gross negligence.

If, due to the creditworthiness information of the customer, a high risk of payment default arises, the customer shall pay an advance payment in the form of a security deposit (depending on the value of the goods in the amount of EUR 150 or EUR 250), in the case of purchase by credit card or PayPal, if advised by OUTFITTERY via the Paypal payment service (PayPal (Europe) S.à.r.l et Cie, SCA, 22-24 Boulevard Royal L-2449, Luxembourg) or by credit card. This amount will then be offset against the retained value of the goods or reimbursed to the customer after the return has been completed.

11.2. Irrespective of the degree of culpability, OUTFITTERY shall be liable for any claims for compensation of the customer for losses stemming from loss of life or injury to the body or health resulting from a breach of obligation by OUTFITTERY or the persons referred to in § 11.1. Irrespective of the degree of culpability, OUTFITTERY shall also be liable for any losses that arise as a result of the persons referred to in § 11.1 breaching an obligation which is of key significance for the achievement of the objective of the contract, as well as in the event of wilful deceit. Likewise, OUTFITTERY shall be liable, irrespective of the degree of culpability, if the damage results from a violation of a guarantee provided by OUTFITTERY or organisational fault.

11.3. In cases other than those referred to in § 11.2., OUTFITTERY's liability for minor negligence is excluded.

11.4. Claims against OUTFITTERY due to defects shall expire by time limitation after 12 months have elapsed from the beginning of the statutory time limitation period, except for claims in the cases referred to in § 11.1 and 11.2.

## **§ 12: Retention of ownership**

12.1. The goods sent by OUTFITTERY shall remain its property until the purchase price claim has been settled in full. The customer will not have the right to resell the goods until it has acquired the ownership title.

12.2 The customer is not permitted to either pledge the goods subject to retention of ownership or assign them as security. He/she must notify the provider without delay in the event of any attachment or seizure or other interventions by third parties.

12.3. The customer must provide the provider with free access to the goods delivered by it subject to retention of ownership. In the event of insolvency, the provider shall have a right to separation (Aussonderungsrecht) from the insolvency assets under Article 47 of the German Insolvency Regulation (Insolvenzordnung).

## **§ 13: Data protection**

Data shall be collected, processed and stored exclusively in accordance with the requirements of German data protection laws. Our privacy policy declaration is a part of these Ts&Cs and can be accessed at any time on the OUTFITTERY website at [www.outfittery.com/privacy](http://www.outfittery.com/privacy). Further information on data protection can be found on the website.

## **§ 14: Transfer of rights and obligations to third parties**

14.1. OUTFITTERY shall have the right to have its tasks carried out, entirely or partially, by qualified persons from outside its company (freelance cooperation partners or third parties) acting as vicarious agents. The payment of those external persons shall be carried out exclusively by OUTFITTERY itself. No contractual relationship shall arise between the external persons used by OUTFITTERY and the customer.

14.2 OUTFITTERY shall have the right to completely or partially transfer the rights and obligations stemming from the contractual relationship with the customer to third parties. In the event of the partial or complete transfer of the rights and



obligations to a third party, the customer shall be notified to that effect and shall have the right to terminate the contractual relationship ex nunc.

14.3. The rights and obligations arising from an OUTFITTERY membership are highly personal and are not transferable to a third party.

## **§ 15: Additional terms and conditions of the Outfittery Club**

### 15.1. Purpose

The OUTFITTERY Club is a programme for existing customers to reward their loyalty to OUTFITTERY GmbH, Leuschnerdamm 31, 10999 Berlin (hereinafter referred to as "OUTFITTERY"). Club members are offered exclusively selected monetary and non-monetary benefits, the specification of which is the sole responsibility of OUTFITTERY (right to specify performance pursuant to Sections 315, 316 of the German Civil Code (*BGB*)). Club members have no right to claim specific benefits on this basis. Membership of the OUTFITTERY Club is free of charge. The basis for membership are the General Terms and Conditions of the OUTFITTERY Clubs described here, which are supplemented by the General Terms and Conditions of OUTFITTERY (see here for the General Terms and Conditions of OUTFITTERY).

### 15.2. Requirements for club membership

15.1.1 Members of the OUTFITTERY Club must be individuals over the age of 18 who are already registered as existing customers with OUTFITTERY and who have placed at least two orders with OUTFITTERY with a minimum value of € 200.00 including VAT and who fulfil the requirements pursuant to Section 5.1 below. Furthermore, these individuals must be residents of Germany, Austria, Switzerland, the Netherlands or Denmark.

15.1.2 Businesses, companies, government agencies, associations, employees of OUTFITTERY and companies associated with OUTFITTERY according to corporate law are in particular excluded from membership.

15.1.3 Membership in the OUTFITTERY Club will be granted as soon as the membership conditions have been fulfilled and the customer has registered here as a club member. The customer will be informed about the membership in writing (including e-mail). Membership can be cancelled by post or by e-mail: Outfittery GmbH, Leuschnerdamm 31, 10999 Berlin, e-mail: [service@outfittery.com](mailto:service@outfittery.com).

## 15.2 Use of the club benefits

Club members are granted various benefits. These may include exclusive regular customer specials with time limits, percentage discounts on selected products, special offers, the purchase of goods only available to club members and participation in exclusive events.

## 15.3. Regular delivery of a personal shopping basket

Club members are sent an individual shopping basket once every three months. The contents of the basket are based on their previous orders and information about the type of customer provided during registration and/or a consultation with our style consultants. The General Terms and Conditions of OUTFITTERY (see here for the General Terms and Conditions of OUTFITTERY) apply for the conclusion of the contract and payment obligations in addition to other framework conditions regarding the delivery of the respective individual shopping basket.

## 15.4. Data protection statement, right of objection and cancellation

15.4.1 Individuals are required to specify their full name, postal address (not a PO box), e-mail address and date of birth to become a member of the OUTFITTERY Club. The Member accepts that OUTFITTERY will store their personal data and use it for internal member administration and communication purposes, such as sending information about new OUTFITTERY Club benefits. OUTFITTERY will not pass this data on to third parties. This does not include the transfer of address data to delivery service providers performing shipping operations for goods and/or informative materials on behalf of OUTFITTERY. However, these service providers are not permitted to pass on this data. The provisions regarding data protection (see here for the data protection statement of OUTFITTERY) also apply.

15.4.2 Customers are entitled to refuse the use of data by OUTFITTERY at any time in writing. The contact details provided above in Section 2.3 can be used for this purpose. As club membership without the use of personal data is not possible, OUTFITTERY will consider an objection to the use of data to be a simultaneous termination of the club membership.

15.4.3 The member may terminate their membership in the OUTFITTERY Club at any time. For this purpose, the member should send an informal written notification using the contact details provided in Section 2.3 above.

## **§ 16: Severability clause**

Should individual provisions of these Ts&Cs or the contract concluded with the contract party be ineffective, in part or in whole, the effectiveness of the contract shall not be otherwise affected.

## **§ 17: Place of jurisdiction**

17.1. If a customer has no general place of jurisdiction in the Federal Republic of Germany or the European Union, the customer's place of residence or habitual residence is not known at the time when the action is brought or the customer relocated his/her place of residence outside the scope of applicability of the German Code of Civil Procedure (Zivilprozessordnung) after the conclusion of the contract, the laws of the Federal Republic of Germany shall apply for any legal disputes between the customer and OUTFITTERY. This shall not apply if specific consumer protection regulations in the customer's home country are more favourable for him/her. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental convention shall not apply in this respect.

17.2. In such a situation, the place of jurisdiction shall be the registered office of OUTFITTERY GmbH (Berlin).

Berlin, 11th October 2019