

General Terms and Conditions

Online store Germany [as of: 8 January 2018]

§ 1 Area of applicability and contracting partner

- (1) These general terms and conditions in the respective valid version at the time of your order apply to all contracts which you conclude with us in the online store Germany and also by means of a personal order in a LLOYD store ("in-store order"). Your contracting partner is LLOYD Shoes Retail GmbH, Hans-Hermann-Meyer-Str. 1, 27232 Sulingen, entered in the commercial register of Walsrode Local Court (Amtsgericht Walsrode) under commercial register B 100412, value added tax ID number DE 811181486.
- (2) The goods which are offered on our online store are intended exclusively for consumers of full legal age. A consumer as defined by law is any legal person who concludes a legal transaction for purposes which cannot primarily be attributed to his or her commercial or self-employed professional activities.
- (3) In the general terms and conditions, we wish to regulate the specifics of our contractual relationship with you. In addition, we will provide you with important consumer protection information in these general terms and conditions in the respective applicable version. You can view and download the general terms and conditions prior to placing your order and you can also save these on your end device or print them out. In all cases, we will send you the general terms and conditions which apply to you once again by email together with our order and shipping confirmation.
- (4) Should you have any queries concerning your contract, you can contact us as follows: By post: LLOYD Shoes Retail GmbH, Customer Service, Hans-Hermann-Meyer-Str. 1, 27232 Sulingen. By telephone: 00 800 1888 0000 By fax: +49 (0) 4271 940 599 888 By email: contact@lloyd.com.

§ 2 Ordering process and conclusion of the contract

- (1) The presentation and promotion of goods in our online store merely represents a non-binding invitation to make an offer to conclude a contract. When you send an order by clicking on the "Buy now" button, you as a customer are submitting a binding offer to make a purchase.
- (2) Prior to submitting your order, you can view and alter your order data at any time. For this purpose, please use the "amend" button, the links to the individual order data fields or the "back" function. We basically offer the payment methods credit card, purchase on account, online bank transfer and Paypal. When ordering, we reserve the right to exclude certain payment methods and to refer to alternative payment methods. In addition, goods can only be entered in quantities which are usual for a household.
- (3) We will confirm the receipt of your order submitted via our online store immediately by means of an automated email. Such an email does not yet represent an acceptance of your order, unless our acceptance is expressly declared alongside the confirmation of receipt.
- (4) A contract does not come into effect until we confirm your order through our acceptance in the form of an order and shipping confirmation by means of a separate email or delivery of the ordered goods. In addition, only the goods which are expressly listed in the shipping confirmation will become part of the contract.
- (5) Should it not be possible to deliver the goods which you have ordered, for example because these are not available, we will not issue a declaration of acceptance. In such a case, no contract will come into existence. We will immediately inform you of such and, where possible, will immediately reimburse you any consideration which has been paid.

- (6) The contract will be concluded in the language selected when clicking on the country flag. The contractual text consists of your order, our general terms and conditions, as well as the order and shipping confirmation and will be sent to you by email. You can also view your current orders in your personal customer account.

§ 3 Delivery and delivery deadlines

- (1) The delivery takes place to the delivery address stated by you and only within Germany.
- (2) Should you have opted for delivery to a LLOYD concept store at the time of placing the order ("click & collect service"), you can select your preferred store in Germany via a drop down menu.
- (3) In case of standard shipping, the delivery takes place within approximately 2 to 3 working days, unless otherwise agreed. We are entitled to carry out partial deliveries.
- (4) Following the handover of the goods to our shipping provider, you will receive a confirmation of shipping from us by email with a tracking link, via which you can follow the current status of your shipment.

§ 4 Prices and shipping costs

- (1) All prices in our online store are gross prices, inclusive of the respectively applicable statutory value added tax and are exclusive of any additional shipping costs. The price, including value added tax and any shipping costs is also shown in the order mask before you send your order.
- (2) Should we fulfil your order by means of partial deliveries in accordance with § 3 Paragraph 3, you are only required to pay shipping costs for the first partial delivery.
- (3) Should you revoke your contractual declaration in a valid manner in accordance with § 6, then subject to the statutory requirements, you can claim reimbursements of any costs which have already been paid for delivery to you (one way delivery costs) - see other consequences of revocation in § 6 Paragraph 1.

§ 5 Payment and reservation of ownership

- (1) We only accept those payment methods which are displayed during the ordering process.
- (2) In addition, in individual cases we reserve the right to exclude certain payment methods, in particular purchase on account.
- (3) The delivered goods remain our property until full payment of the purchase price.

§ 6 Right of revocation for consumers

- (1) As a consumer, you are entitled to a right of revocation in accordance with the statutory provisions, of which we will inform you below.

REVOCATION NOTICE

Right of revocation

You have the right to revoke this contract within 14 days without the giving of reasons.

The deadline for revocation is 14 days from the day on which you or a third party nominated by you who is not the carrier took possession of the goods.

In order to exercise your right of revocation, you must inform us (contact details below) by means of a clear declaration (for example letter sent by post, fax or email) of your decision to revoke this contract. For this purpose, you can use the attached revocation form, however this is not mandatory. You can also fill in and send the sample revocation form or a different clear declaration electronically on our website ([LLOYD sample revocation form](#)). Should you make use of this option, we will immediately send you (for example by email) confirmation of receipt of such a declaration.

We can also accept the exercising of your right of revocation by you returning the goods concerned with the return shipping note which is attached to your delivery or which you can print out from your customer account. In such a case, a separate declaration is not necessary.

In order to comply with the deadline for revocation, it suffices that you send the notification concerning the exercising of the right of revocation prior to the expiry of the deadline.

Contact details for the revocation:

LLOYD Shoes Retail GmbH
Customer Service
Hans-Hermann-Meyer-Str. 1
27232 Sulingen

Fax : +49 (0) 4271 940 599 888

Email: contact@lloyd.com

Consequences of revocation

Should you revoke this contract, we must immediately and, at the latest within 14 days of the date on which we received the notification concerning your exercising of the right to revoke this contract, refund all payments which we have received from you, including the shipping costs (with the exception of the additional costs caused by you having selected a different type of delivery to the cheapest standard delivery offered by us). For this refund, we will use the same method of payment that you used during the original transaction, unless expressly agreed otherwise with you. Under no circumstances will you be charged any fees in connection with this refund.

We can refuse the refund until we have received the goods back or until you have provided proof that you have sent the goods back, depending on which occurs earlier.

You must return the goods to us immediately and in all cases within fourteen days of the day on which you inform us of the revocation of this contract (contact details see above). The deadline is complied with if you send the goods prior to the expiry of the fourteen day deadline.

We will bear the costs of return of the goods if you use the return shipping note which is attached to your delivery or which you can print out via your customer account.

You must only pay compensation for any loss of value in the goods if this is due to use of these by you which goes beyond that which is necessary to check the quality, properties and functionality of the goods (comparable with an inspection in the store).

(2) Via the sample revocation form, we are providing you with information in accordance with the statutory provisions. However, you are not obliged to use this.

Sample revocation form

(Should you wish to revoke the contract, please fill in this form and return it to us).

- To LLOYD Shoes Retail GmbH, Customer Service, Hans-Hermann-Meyer-Str. 1, 27232 Sulingen. Fax: +49 (0) 4271 940 599 888, E-Mail: contact@lloyd.com
- I / we hereby revoke the contract concluded by me / us in relation to the purchase of the following goods (*) / the provision of the following service (*)
- Ordered on (*) / received on (*)
- Name of the consumer
- Address of the consumer
- Signature of the consumer (only in case of paper notification)
- Date

(*) Please delete as applicable

§ 7 Warranty

Your warranty right in relation to defects in the purchased items is in accordance with the statutory provisions and you are entitled to this regardless of the statutory right of revocation in line with § 6.

§ 8 Voluntary right of return after 30 days

(1) Regardless of the statutory right of revocation in accordance with § 6, we are granting you a voluntary right of return within 30 days of receipt of the goods. You can comply with this deadline by sending the goods back on time.

2) Should you wish to claim our voluntary offer, you must use the return shipping note which is attached to your delivery or which you can print out via your customer account. In such a case, the return shipment is free-of-charge to you. Should difficulties arise during the process, it goes without saying that you can contact our Customer Service Department for assistance. Should you have ordered your goods personally at a LLOYD store (in-store order), you can only obtain your return shipping note from our Customer Service Department. In such a case, the return shipment also is free-of-charge to you.

(3) You can also hand over an item which was purchased in the online store at a LLOYD concept store of your choice in Germany ("click & return service"). Alongside the items concerned, in such a case you must also bring the return shipping note with you. You will receive a receipt at the store for the return handover. We will make refunds via the payment method which was originally used.

(4) However the prerequisite for the granting of the voluntary right of return is that the goods are returned to us without any damage and in the original packaging. Otherwise, we can refuse to take back the goods.

(5) Otherwise also in case of the voluntary right of return, you must pay compensation for any loss of value in the goods if this is due to use of these by you which goes beyond that which is necessary to check the quality, properties and functionality of the goods (comparable with an inspection in the store).

§ 9 Liability

(1) We incur liability in relation to you in case of intent and gross negligence in accordance with the statutory provisions.

(2) Unless otherwise stated in Paragraph 3, we only incur liability in other cases in case of breach of an essential contractual obligation, whose fulfilment is essential for the proper performance of the contract and on whose compliance you may regularly rely as a customer (so-called cardinal obligation) and the liability is limited to reimbursement of losses which are foreseeable and typical.

(3) Our liability for losses connected to injury to life, body or health as well as liability under the German Product Liability Act (Produkthaftungsgesetz) is not affected by the limitation of liability provisions above.

§ 10 Copyright

We own copyright in relation to all pictures and texts which are published in our online store. Use of the pictures and texts is not permitted without our express agreement.

§ 11 Choice of law, place of jurisdiction and consumer mediation

(1) The law of the Federal Republic of Germany applies, to the exclusion of the United Nations Convention governing the International Sale of Goods. The statutory restrictions concerning the choice of law and the applicability of mandatory regulations, in particular those of the country in which you maintain your usual whereabouts remain unaffected.

(2) The statutory regulations apply in relation to the place of jurisdiction.

(3) Dispute resolution: The EU Commission has set up an Internet platform for the online resolution of disputes. The purpose of the platform is to facilitate an out-of-court settlement of disputes concerning contractual obligations in relation to online sales agreements. Further information can be obtained via the following link: <http://ec.europa.eu/consumers/odr>. We are neither prepared nor obliged to take place in dispute resolution proceedings before a consumer mediation body.