

General Terms and Conditions

for the Online Shop www.wardow.com

The following pages contain the General Terms and Conditions for your registration and orders on wardow.com.

1. Scope; Deadlines

(1) All transactions and deliveries shall be governed exclusively by these General Terms and Conditions, which form the basis of all contracts concluded on the basis of offers on the wardow.com internet shop pages. Any general terms and conditions which conflict with or deviate from these provisions shall not apply. The following General Terms and Conditions shall also apply exclusively if we carry out our delivery and services without reservation, despite being aware of conflicting or deviating terms and conditions.

(2) Whenever reference is made to "consumers" or "customers" in these General Terms and Conditions, they are defined as natural persons who place their orders for purposes which cannot be attributed to a commercial, independent or freelance activity. By placing an order, you declare that you are acting exclusively for private purposes.

(3) If weekdays are specified as deadlines, these shall include every day of the week with the exception of Saturdays, Sundays and public holidays.

2. Registration on www.wardow.com

(1) When registering your personal information, you shall be responsible for ensuring that the information you provide is truthful and complete. You are obliged to maintain confidentiality in relation to your personal login details and not to disclose them to any unauthorised third parties. Your registration shall be confirmed immediately once you submit your registration by clicking on the button "Register for free" or "Register".

(2) You can log in to all wardow shops using your login details.

(3) You are solely responsible for the content which you post in areas of the website designed for this purpose (such as blogs). This content may not infringe any rights of third parties. You have no claim to the storage or publication of your posted content, such as product reviews.

(4) You shall refrain from causing any disruption to the website or using the data made accessible to you on the website for any purpose that goes beyond the respectively intended use within the platform. In addition to any legal consequences, manipulative conduct aimed at obtaining illegitimate payments or other benefits to our detriment or that of other members may result in the loss of access to the website. As a registered member, you are entitled to use the online offer subject to availability and to use the contents for your private, non-commercial purposes only.

(5) Only one customer account per customer is allowed. We reserve the right to delete multiple accounts and to issue warnings to members or to terminate their accounts if they violate the provisions set out in paragraphs (1) to (3) or to delete or modify content ("virtual domiciliary right").

(6) We shall not be obliged to accept registration or to accept a registered customer's order. We shall not be obliged to keep our offer permanently available. Confirmed orders shall remain unaffected.

3. Contracting parties and conclusion of contract

(1) The purchase contract is concluded with WARDOW GmbH, Magdeburger Straße 5, 14641 Wustermark. We do not offer products for purchase by minors. If you are under the age of 18, your parent or guardian must assist you with your purchase.

(2) By clicking on the "Buy now" button, you place a binding order for the items contained in your shopping cart. The receipt of the order is confirmed immediately after the order has been submitted. All products are sold in normal household quantities only.

(3) A binding contract is deemed to have been concluded at the time of the order confirmation being sent, though no later than upon delivery of the ordered goods. Notwithstanding the right of cancellation to which orders placed by consumers are subject in any case, you shall be bound by your order for goods marked as "deliverable" for a period of 2 working days. In other cases, you shall be bound by your order for a maximum of 5 days.

(4) Please note that if you order items which are paid for in advance (reservation), the delivery shall only be performed once the full amount has been credited to our account. If, despite payment being due and a renewed request for payment being issued, we do not receive your payment within 7 calendar days after the order confirmation is sent, we shall withdraw from the contract, as a result of which your order shall become void and we shall be under no obligation to deliver. In such a case, your order shall be deemed to have been completed without any further consequences for you or for us. Items to be paid for in advance may therefore only be reserved for a maximum of 7 calendar days.

4. Procurement risk; Cancellation of delivery obligation; Extension of delivery times; Transfer of risk

(1) We shall not assume any procurement risk, even if the purchase contract is for unascertained goods. We shall only be obliged to deliver goods from our own stock as well as goods ordered from our suppliers.

(2) The obligation on our part to deliver shall not apply if, despite proper congruent hedging transactions, we ourselves are not supplied correctly and on time and are not responsible for the lack of availability, we have informed you of this without delay and we have not assumed a procurement risk. Should any goods be unavailable, we shall immediately reimburse any advance payments.

(3) The delivery period shall be extended accordingly in the case of adverse circumstances affecting the delivery due to force majeure. Force majeure shall include strikes, lockouts, official interventions, energy and raw materials shortages, non-culpable transport shortages, non-culpable operational disturbances, e.g., the result of fire, water or machine damage, and all other hindrances which, from an objective point of view, have not been caused by us culpably. In case of such hindrances, we shall inform you as soon as these occur and are resolved. If, in the aforementioned cases, our services are impeded for a period of more than 4 weeks from the

originally applicable delivery dates, you shall be entitled to withdraw from the contract. Further claims, in particular, claims for damages, shall be excluded.

(4) For contracts concluded with consumers involving the carriage of goods, the risk of accidental loss and accidental deterioration of the goods sold is transferred to the consumer or a recipient designated by them upon delivery of the goods. This applies regardless of whether the shipment is insured or not. Otherwise, the risk of accidental loss and accidental deterioration of the goods is transferred to the buyer upon handover, or for contracts involving the carriage of goods, upon delivery of the goods to the carrier or the person or institution otherwise intended to perform the shipment.

5. Prices, shipping costs and delivery partners

(1) The prices listed in the offer at the time of the order shall apply. The quoted prices are final prices (they include the respectively valid German VAT and other price components) and are plus postage and any applicable fees for customs, etc.

(2) Packaging shall become the property of the customer.

(3) The packaging and shipping costs shall be borne by the customer. These are dependent on the shipping method, the payment method and the shipping destination. They are calculated and shown in the shopping cart before you place your order online or communicated to you when you make your order by telephone, and then shown separately on the invoice.

(4) If wardow.com arranges for a partial delivery without consulting the customer, subsequent deliveries shall be free of charge. In the event that a customer wishes for the delivery to be divided into separate shipments, the additional costs for each partial delivery shall be borne by the customer.

(5) Our deliveries are carried out by DHL.

6. Payment

(1) Payments can be made by advance payment, instant transfer by “Sofortüberweisung”, credit card, invoice and PayPal. For each order, we reserve the right not to accept certain payment methods and to indicate other payment methods.

(2) You agree that you shall receive invoices and credit notes in electronic form only.

(3) If you pay by credit card, your credit card account shall be debited when the order is placed.

(4) In no event shall we assume the costs of a money transaction.

(5) In the case of purchase on account, the purchase price shall be due for payment on the day of receipt of the delivery by the customer.

(6) If the customer is in default of payment, we reserve the right to charge flat-rate reminder fees for default damages in the amount of EUR 5.00 per reminder. You are entitled to prove that a lower loss than the flat-rate or no loss at all has been incurred.

Additional General Terms and Conditions and Privacy Policy of Klarna

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you payment options depending on the country of delivery, where payment is made to Klarna.

The use of the payment methods invoice and direct debit requires a positive credit check. Further information and the Klarna terms of use can be found [here](#). General information about Klarna can be found [here](#). Your personal data will be processed by Klarna in compliance with the applicable data protection regulations and in accordance with the information in [Klarna's privacy policy](#).

7. Statutory right of cancellation

(1) You can find the legally required instruction on the prerequisites and consequences of the right of cancellation in the following. For returns within Germany, you can request a printable return sticker via our hotline or by e-mail. Please help us avoid unnecessary costs by not returning the goods by “freight collect”.

Instruction on the right of cancellation:

You have the right to cancel this contract within fourteen days without giving any reason. The deadline for cancellation is fourteen days from the day on which you or a third party you have designated, who is not the carrier, took possession of the last goods.

To exercise your right of cancellation, you must inform us WARDOW GmbH, Magdeburger Straße 5, 14641 Wustermark, Fax: +49 (0)331 58291301, E-mail: by way of an explicit declaration (e.g., a letter sent by post, a fax or an e-mail) of your decision to cancel this contract. You may use the attached Sample Cancellation Form for this purpose, though doing so is not mandatory.

You can also complete and submit the Sample Cancellation Form electronically or send any other explicit declaration by visiting "Contact Us" on our website www.wardow.com. If you use this option, we shall send you an acknowledgement of receipt of such cancellation immediately (e.g., by e-mail).

In order to meet the deadline for cancellation, it is sufficient for you to send the notice concerning the exercise of the right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this contract, we shall reimburse all the payments that we have received from you, including the costs of delivery (except for the additional costs arising from your choice of a different delivery method than the cheapest standard delivery we offer) immediately and no later than fourteen days after the day on which we receive the notice of your cancellation of this contract. When reimbursing you, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event shall we charge you any fees for such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever happens first.

You must send back or hand over the goods to us without delay and, in any event, within fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is considered met if you dispatch the goods before the expiry of the deadline of 14 days. We shall bear the costs of returning the goods within Germany, so long as you use the return label provided by us. If you do not use the return label for the return of the goods, you shall bear the costs of the return yourself. For returns outside of Germany, the customer shall bear the costs of returning the goods.

You shall only be required to pay compensation for any diminished value of the goods if the value of the goods diminishes due to the handling of the goods other than what is necessary to examine the quality, the characteristics and the function of the goods.

Sample Cancellation Form

(If you wish to cancel the contract, please fill in this form and return it.)

To WARDOW GmbH, Magdeburger Straße 5, 14641 Wustermark, Fax: +49 (0)331 58291301 E-mail:

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/

— Ordered on (*)/received on (*)

— name of the consumer(s)

— address of the consumer(s)

— date

(*) Cross off as applicable.

End of the cancellation instructions

(2) The reimbursement shall be made to the account which you used for payment. If you have paid by invoice, instant transfer by Sofortüberweisung or transfer in advance, the reimbursement shall be made into the account from which the transfer was made. For payment by cash on delivery, please provide us with the details of the account you wish to use. If you paid by PayPal/credit card, the reimbursement shall be made to the respective PayPal/credit card account.

8. Voluntary right of return

(1) Voluntary right of return up to 30 days after receipt of goods

In addition to the statutory right of cancellation, we grant you a voluntary right of return for all purchases for a total of 30 days after receipt of the goods. After the expiry of the 14-day cancellation period (see the instruction on the right of cancellation above), you shall also be entitled to withdraw from the contract by returning the goods to us within 30 days of receipt (starting from the day following the receipt of goods) to the address provided at the end of this paragraph. The deadline is considered met so long as you dispatch the goods within the time limit. Prerequisite for the exercise of the voluntary right of return, however, is that you have worn the items only in order to try them on (just as you would in a retail store) and that the goods are returned in full, in their original condition, intact, without damage, and in their original packaging. The voluntary right of return does not apply to purchases made using gift vouchers.

(2) If you exercise your voluntary right of return, the reimbursement shall be made to the account which you used for payment. If you have paid by invoice or transfer in advance, the reimbursement shall be made into the account from which the transfer was made. For payment by cash on delivery, please provide us with the details of the account you wish to use. If you have paid by PayPal/credit card, the reimbursement shall be made to the respective PayPal/credit card account.

(3) Your statutory right of cancellation (see Section 7) shall not be affected by your compliance with our rules regarding the supplementary contractually granted (voluntary) right of return and shall remain in force irrespective of it. Until the expiry of the period for the statutory right of cancellation, only the legal conditions listed there shall apply. The contractually granted

(voluntary) right of return shall not limit your statutory warranty rights, which shall continue to apply without limitation.

9. Transport damages

If goods are delivered with obvious transport damages, please complain about such defects to the deliverer as soon as possible and contact us immediately. Failure to file a complaint or contact us shall have no consequences for your statutory claims and their enforcement, in particular, your warranty rights. You can, however, help us assert our own claims against the carrier and/or make a transport insurance claim.

10. Retention of title

Until full payment is made, the goods shall remain our property.

11. Redeeming discount vouchers

(1) Discount vouchers (vouchers that you cannot purchase, but which we issue as part of advertising campaigns subject to a specific validity period) are only valid for the specified online store, only in the specified period and redeemable only once during one order process. Individual brands may be excluded from the special voucher offer.

(2) The value of the goods must be at least equal to the amount of the promotional voucher. For administrative reasons, any remaining balance may not be refunded.

(3) Discount vouchers can only be redeemed before completing the order process. They may not be applied after the order has been placed. The balance of a promotional voucher is neither paid out in cash nor does it bear interest.

(4) Multiple discount vouchers may not be combined.

(5) If the balance of a discount voucher is insufficient to cover the total amount of the order, the difference can be paid using the offered payment options.

(6) The discount coupon shall not be refunded if goods are returned in whole or in part, provided that the discount coupon was issued as part of a promotion, and no consideration was given for it.

(7) If you have used a discount voucher with your purchase, we reserve the right to charge you the original price of the goods you keep, in the event that you exercise your right of cancellation and, consequently, the total value of the order falls below the respective value of the discount voucher.

12. Applicable law; Place of jurisdiction

(1) German law shall apply to the conclusion and execution of all contracts. The application of the UN Sales Law is excluded.

(2) For business transactions with merchants or legal entities under public law, the place of jurisdiction for legal disputes in relation to these General Terms and Conditions and any separate individual contracts concluded on the basis thereof, including any legal action regarding bills of exchange and cheques, shall be the registered offices of WARDOW (Wustermark). In these cases, we shall also be entitled to take legal action before a court which has legal jurisdiction over the customer's registered office.

13. Amendments to the General Terms and Conditions

We are entitled to unilaterally change these General Terms and Conditions (insofar as they have been applied to the contractual relationship with the customer), if this is necessary to eliminate any subsequently arising disruptions to the performance/consideration ratio or to adapt to changed legal or technical conditions. We shall inform the customer of any adjustments by notifying the content of the amended regulations. The amendment shall become an integral part of the contract unless the customer objects to the inclusion of the amended provision in the contractual relationship by notifying us either in writing or electronically within six weeks of receipt of the notice of amendment.

14. Severability clause

Should individual provisions of the contract, including these provisions, be or become wholly or partially invalid, or should the contract contain a legal gap which the parties could not have foreseen, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The relevant statutory regulations shall replace the invalid or missing provisions.

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Version dated 04/2023 as a [PDF document](#).