

Structure of the GTC:

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Consumer dispute resolution

We strive to reach an agreement with our customers and third parties at all times. Please use our service contact at info@basler-beauty.ie or our other specified contact options for the service.

The European Commission maintains an online dispute resolution (ODR.) platform with further information which is available online at ec.europa.eu/consumers/odr/. We are not willing and not obliged to take part in a dispute settlement procedure before a consumer arbitration body.

• 1. **Applicability, terms and customer group**

1.1. We deliver pursuant to the following General Terms and Conditions, which are the basis of the contracts concluded with us based on the offers on our online shop site.

1.2. Where these Terms and Conditions refer to consumers, they are natural persons for whom the purpose of the order cannot be attributed predominantly to a commercial or self-employed professional activity.

1.3. If the periods of time are specified as working days, this means all weekdays except Saturdays, Sundays and public holidays at our company headquarters in Baden-Württemberg, 74321 Bietigheim-Bissingen. New Year's Eve and Christmas Eve are treated as holidays.

1.4. We only sell to adult, fully legally competent natural persons or legal entities. The data required for the order, e.g. name, address, etc., must be provided in full and truthfully.

• 2. **Option to save and view the contract text**

2.1. You can archive these GTC and the further contractual provisions with the data of your order in the ordering process by either downloading the GTC and saving the data summarised in the ordering process in the online shop with the help of the functions of your browser, or you wait for the automatic order receipt confirmation, which we send to you additionally by e-mail to the e-mail address provided by you after completing your order. This order confirmation e-mail also contains the contractual terms with the data of your order and these GTC and can be easily printed out or saved with your e-mail program.

2.2. The text of the contract is stored by us but is not immediately available to you for security reasons. However, we offer password-protected direct access for all customers after registration ("Login/Sign up"). You can use it to manage your data if you have registered before the purchase. The customer undertakes to treat the personal login data confidentially and not to make it accessible to any unauthorised third party. The GTC can be found on our website in the last updated version.

• **3. Contractual partners, language and conclusion of contract**

3.1. Your contractual partner is baslerbeauty GmbH & Co. KG. Contracts in our Irish online shop at www.basler-beauty.ie can only be concluded in English.

3.2. By publishing the goods on our website, we make a binding offer to conclude a purchase contract at the price stated in the offer.

You accept the offer by submitting the order after passing through the shopping cart system.

3.3. Before submitting your order, you can check and correct the data you have entered. Immediately after the technologically flawless receipt of your order, you will receive an automated order confirmation by e-mail.

• **4. Prices and shipping costs**

4.1. The prices listed in the offer at the time of the order apply for orders in our online shop. The stated prices are all-in prices, i.e. they include the applicable VAT and other price components.

4.2. More details on the additional shipping costs are provided in the shop.

You can find the shipping costs here: [Shipping costs »](#)

• **5. Payment**

5.1. We offer various payment options. The payment service provider for the selected payment method may perform a so-called strong customer authentication. This requires you to enter further data to ensure your identity. You can generally choose between:

- **Credit card (Visa, Mastercard):** The charge is applied on the day of the order.

- **PayPal:** You pay the invoice amount via the online provider PayPal. In principle, you must be registered with it or register first, legitimise your account with your login data and confirm the payment instruction to us (with the exception of a guest login if applicable). You will receive more information on how to get to the payment provider page during the ordering process. More detailed and legal information: https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_IE
- **Via Amazon:** With Amazon Payments, you can use the payment and shipping information stored in your Amazon account to shop quickly and safely. Your transactions are secure, and the payment information will not be transmitted to us. When you are paying via Amazon, you have the same familiar payment environment as that of Amazon without leaving our website. All you need is your Amazon login. More detailed and legal information: <https://pay.amazon.eu/?ld=1> and <https://pay.amazon.eu/help/201751590>
- **Via Apple Pay:** With Apple Payments you can use the payment and shipping information stored in your Apple account. The prerequisite is the use of our online shop via an iPhone, iPad or Mac with Safari. The payment information will not be passed on to us. You will receive instructions on how to get to the payment provider's page during the ordering process. You only need your Apple access data or Face ID or Touch ID. More detailed and legal information: <https://www.apple.com/it/apple-pay/> and <https://support.apple.com/it-it/HT203027>
- **Advance payment transfer:** You will receive the payment transfer data after ordering

- **6. How we deliver**

6.1. You will receive the ordered goods in a well-packed package that has been checked several times and will be delivered by the mail carrier DHL or other parcel services like An Post. If partial deliveries are made as agreed, we will only charge you for shipping once. If you are not at home when the parcel delivery company delivers your shipment, they will leave a notice for you to pick up the shipment. However, shipments to postal boxes or poste restante shipments are not possible. If you select the advance payment method, delivery is made only after receipt of payment.

6.2. The delivery period is extended appropriately in case of strike measures and lockouts affecting the delivery as well as other circumstances that are not our responsibility, including but not limited to cases of delivery delays due to force majeure. We will inform the buyer immediately of the beginning and end of such obstructions.

6.3. We reserve the right to withdraw from the contract in cases in which we ourselves do not receive the required supplies unless we are responsible for this non-delivery ourselves. In this case, we will inform you immediately of the unavailability, and any advance payments already made - irrespective of the payment method chosen by you - will be refunded immediately.

- **7. Right to cancel for consumers**

7.1 In the following, you will receive information about the requirements and consequences of the legal right of cancellation for shipping orders for consumers. It is not associated with a contractual granting of rights exceeding the applicable law. This includes but is not limited to the statutory right of cancellation being available to non-commercial resellers.

Right to cancel

You have the right to cancel his contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last of the goods.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of 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 is the earliest.

You shall send back the goods or hand them over to us or [baslerbeauty GmbH & Co. KG, Gansäcker 20, 74321 Bietigheim-Bissingen, Germany, E-mail: info@basler-beauty.ie], without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

The direct costs of the return shipment have to be paid by the buyer. You are only liable for any diminished value of the goods resulting from the handling of the goods beyond that necessary to establish their nature, characteristics and functioning.

MODEL WITHDRAWAL FORM

[Complete and return this form only if you wish to cancel the contract.]

— To baslerbeauty GmbH & Co. KG, Gansäcker 20, 74321 Bietigheim-Bissingen, Germany,
E-mail: info@basler-beauty.ie):

— I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods[*]/for the provision of the following service [*],

— Ordered on[*]/received on [*],

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) [only if this form is notified on paper],

— Date

(*) Delete as appropriate.

7.2. Exceptions to the right to cancel

There are statutory exceptions to the right to cancel; we reserve the right to assert the following regulations towards you:

The right to cancel may lapse prematurely in the case of contracts for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery, and in the case of contracts for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery. Customised items cannot be exchanged.

• 8. Retention of title clause

The goods will remain our property until payment has been made in full.

• 9. Warranty and complaint management

9.1. In case of defects of the goods, the customer has a statutory right of liability for defects (warranty).

9.2. We value your customer satisfaction. You may contact us at any time using one of the contact methods indicated at the end of these GTC. We endeavour to check your inquiry without delay and will notify you after receipt of the documents or your submission or complaint. It is helpful if you describe the subject of the problem as accurately as possible and, if necessary, submit a copy of the order documents or at least provide order number and customer number.

- **10. Our Basler warranty**

In addition to the statutory warranty rights, we grant a Basler warranty on all electrical appliances that we distribute and for which there is no manufacturer's warranty or the manufacturer's warranty period is less than 2 years, as follows:

The Basler warranty commences as of the end of the manufacturer's warranty (if such warranty does not exist, it commences as of the date of purchase) and will end after 2 years as of the date of purchase.

It applies to all material and processing errors that occur. At our option, our warranty covers replacement, repair or refund of the defective product. It does not include the compensation of consequential damages, does not apply in the event of loss or natural wear or damage due to improper use or lack of or improper care. Of course we will also cover the shipping costs for the return and delivery for a warranty claim to the amount that would be incurred if the goods were shipped to and from the original place of dispatch. There is no Basler warranty for the duration of the manufacturer's warranty; therefore, warranty claims must be asserted towards the manufacturer during this period. Of course, you will still have the statutory warranty rights in the event of a defect, which you can assert towards us independently of the warranty and which are not restricted by the warranty.

If you wish to assert a warranty claim against baslerbeauty, please contact the customer service of baslerbeauty GmbH & Co. KG, Gansäcker 20, 74321 Bietigheim-Bissingen, and submit a copy of the invoice.

- **11. Data protection**

Our data protection practice is based on the applicable legal regulations. You can find details about the collection and use of your personal data in our [privacy policy](#).

- **12. Applicable law, place of jurisdiction**

12.1. All legal transactions or other legal relations with us are subject to the laws of the Republic of Ireland. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements, even after their incorporation into Irish law, shall not apply. This choice of law includes the fact that the customer with habitual residence in one of the countries of the EU or Switzerland is not deprived of the protection granted by mandatory provisions of the law of that country.

12.2. In business dealings with merchants and with legal persons under public law, our place of business is agreed to be the place of jurisdiction for all legal disputes concerning these terms and conditions and individual contracts concluded under their validity, including bill of exchange and check actions. In this case, we are also entitled to sue at the customer's domicile. Any exclusive place of jurisdiction shall remain unaffected by the above provision.

- **13. Vouchers and discounts**

Please note that our voucher and discount codes do not apply to specific labelled products and certain brands.

Voucher codes and discounts can only be redeemed once and cannot be applied to the Service Plus package or combined with other vouchers.

- **14. Severability clause**

If individual provisions of these GTC are not legally effective in whole or in part or lose their legal effect at a later time, the validity of the GTC shall remain unaffected otherwise. The invalid provisions shall be replaced by the legal provisions. The same shall apply if the general terms and conditions have an unforeseen omission.

Your supplier and contractual partner

baslerbeauty GmbH & Co. KG
Gansäcker 20

74321 Bietigheim-Bissingen [Germany]

Local Court Stuttgart HRA [Commercial Register A] 732086

VAT ID DE306076612

Managing director: Timo Allert

Personally liable partner:

BHK Verwaltungs GmbH

Local Court Stuttgart HRB [Commercial Register B] 753526

You can reach us at

0080059911970,

or by e-mail at info@basler-beauty.ie

- **15. baslerbeauty and the environment**

Eco-filler

Our packaging and filling material is an environmentally friendly paper packaging material and is sourced from sustainable forestry industry. It has a low transport weight, is easy to dispose of, also 100% degradable and thus even more environmentally friendly.

Only in exceptional cases do we still use cellobags (air cushion bags). We participate in a dual system, so please do not return any packaging!

Environmental protection

Ingredients, e.g. pollutants of a chemical nature in used equipment, can be damaging to the environment and human health if they are not stored correctly, in particular if they are not protected against breakage and are not properly disposed of by persons who are not authorised to do so. Especially with illegal exports, there is no guarantee that the environment and human health will be protected against damage. Used equipment can also contain recyclable raw materials, used equipment can be repaired or parts can be reused, thus providing considerable protection to the environment. Therefore, used equipment may not be disposed of via the normal household waste or be exported illegally. As an end-user, you are legally obliged to return electrical and electronic equipment or to dispose of it

properly. Please note: You are responsible for deleting personal data on the used equipment to be disposed of.

Information on battery disposal and return

In connection with the sale of batteries or with the delivery of devices containing batteries, the seller is obliged to inform you of the following:

Ingredients, e.g. chemical type of batteries, can be damaging to the environment and human health if they are not stored and disposed of properly. At the same time, recyclable raw materials may also be present. Therefore, batteries may not be disposed of via the normal household waste. As an end-user, you are legally obliged to return used batteries.

You can return batteries free of charge to the seller or at designated collection points (e.g. in public collection points in your municipality or in shops) after use. With a shipper, you may return them at the shipping warehouse or send them back free of charge. You may also return the batteries free of charge by post, taking into account the requirements of German hazardous goods law if applicable. Returning them at points of sale is limited to quantities customary for end-users for disposal and to used batteries which the distributor has or used to have in its range of products.



The sign with the "crossed-out wheeled bin" reminds you that you must not put batteries in your household waste.

Below this symbol, you can find additional symbols with the following meaning:

Pb = battery contains more than 0.004 % lead by weight, Cd = battery contains more than 0.002 % cadmium by weight,

Hg = battery contains more than 0.0005 % mercury by weight.

Used equipment

Electrical and electronic equipment is marked with the following symbol of the crossed-out waste bin:



The symbol indicates that you, as the owner of this device, are not allowed to dispose of it in your household waste (grey bin, yellow bin, organic waste bin, paper or glass).

Separate collection of old electrical and electronic equipment (used equipment) is necessary for an environmentally responsible disposal of pollutants, the recovery of valuable materials and the possibility of re-use. You may dispose of the device at the approved collection points, for example at the local civic waste collection point or recycling centre or a collection separate from the unsorted municipal waste, among others, for the purpose of reuse. Used batteries and accumulators which are not enclosed by the used equipment must be separated from the used equipment at a collection point before being disposed of.

Please consider that you are responsible for deleting personal data on the used equipment to be disposed of.

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Your baslerbeauty GmbH & Co. KG

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