# General Terms and Conditions

#### 1 INTRODUCTION

This document (together with the documents cited herein) establish the conditions for regulating product purchases on the website: https://www.stradivarius.com/de/ (hereinafter, "Conditions") by consumers in Germany.

You should read these Conditions, our <u>Cookie Policy</u> and our <u>Privacy Policy</u> (hereinafter referred to jointly as "Data Protection Clauses") carefully before purchasing any products. By placing an order through this website, you agree to be bound by these Terms and Conditions and our Privacy Policy. If you do not agree to the Terms and Conditions and the Data Protection Policy, you may not use this website.

These Conditions may be subject to changes made by us. You are obligated to read the Conditions regularly, as they are the applicable Conditions valid at the point of concluding a contract (see below).

If you have any questions regarding the Conditions or Data Protection Clauses, you can contact us via our web form.

The Contract (see below) can be concluded by you in German and English.

#### 2 OUR DETAILS

The sale of goods through this website is made by ITX Deutschland B.V. & Co. KG, a German company with its registered office at Mönckebergstraße 11, 20095 Hamburg, Germany, registered in the Commercial Register of the Hamburg District Court under HRA 112559 with the VAT identification number DE 275 531 309..

# 3 YOUR DETAILS AND USE OF THIS WEBSITE

The information and personal data provided by you will be processed according to Data Protection Clauses. By placing an order through this website, you agree to the processing of your information and details and confirm that all information and details provided are correct and accurate.

# 4 USE OF OUR WEBSITE

By placing an order through this website, you agree:

- i. To use the website exclusively for legitimate enquiries and orders.
- ii. Not to place any false or fraudulent orders. If we have reasonable grounds to believe that such an order has been placed, we reserve the right to cancel the order and inform the relevant authorities.

iii. To provide us with your correct and complete email address, postal address and/or other contact details and, furthermore, to declare that we may use this information to contact you in connection with your order, if required (see our <a href="Privacy Policy">Privacy Policy</a>).

If you fail to provide us with all of the information that we require, you will not be able to place an order.

By placing an order through this website, you must ensure that you are at least 18 years old and may conclude legally binding contracts.

### 5 SERVICE AVAILABILITY

The items available on this website are only available for delivery in Germany, excluding Heligoland and Büsingen.

If you would like to place an order through this website for products from another EU Member State outside of Germany, of course you may do so; however, the ordered products may only be delivered to a delivery address in Germany (excluding Heligoland and Büsingen).

### **6 CONCLUDING A CONTRACT**

The information contained in these conditions and on the website do not represent an offer for sale, but instead an invitation to conclude business transactions. No contract shall exist between you and us in relation to any product until we have expressly accepted your order. If we do not accept your offer, amounts that have already been debited to your account shall be fully refunded.

To place an order, you must complete the online purchasing process. You will find a detailed description of the purchasing process in the Shopping Guide. As soon as you have added one or more items you wish to purchase to your shopping basket, you can proceed with the order. Follow the steps of the purchasing procedure and complete or check the necessary details for each step. In addition, you can change the details of your order and correct any errors during the purchase process before payment. The next step is for the order to be processed and the payment taken. The order process is completed by clicking the "Commit to Buy" button. Then you will receive an email from us in which we confirm receipt of your order ("Order Confirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes your offer to buy one or several products from us. All orders have to be accepted by us, which takes place by means of an email from us confirming that the order has been shipped ("Shipping Confirmation"). The contract for the purchase of a product ("Contract") shall only be concluded once we have sent you the Shipping Confirmation.

The contract only refers to those items that are listed in the Shipping Confirmation. We are not obligated to deliver any further ordered items to you unless the delivery of these items has been confirmed in another Shipping Confirmation.

If you are registered as a user, you can find a list of all the orders placed by you in the "My Account" section.

### 7 RESERVATION OF RIGHT TO REJECT AN ORDER

We reserve the right to take products off the website at any time and to remove or amend materials or content. Although we always endeavour to process all orders we receive, extraordinary circumstances may cause us to refuse an order after we already sent an Order Confirmation. We reserve the right to do so at any time, at our discretion.

We shall not be liable to you or to any third party for the removal of products, the alteration of materials or content of this website, or for the rejection of an order after an Order Confirmation has been sent.

### 8 DELIVERY

All product orders are subject to availability. Except in the event of exceptional circumstances, we will endeavour to deliver the products listed in the Shipping Confirmation prior to the date of delivery stated therein or, if no delivery date has been specified, within the anticipated time period indicated when choosing a shipping method and in any event no later than 30 days from the date of Shipping Confirmation.

However, delays may occur as a result of customising items, the occurrence of unforeseen circumstances or because of the delivery zone.

If, for any reason whatsoever, we are unable to meet the delivery date, we will inform you and offer you the opportunity to either proceed with the purchase by setting a new delivery date or to cancel the order with a full refund of the amount already paid. Please keep in mind that we do not offer home deliveries on Sundays.

According to these Conditions, "delivery" has been made or the order has been "delivered", as soon as you or a third party named by you has taken possession of the goods. This shall be documented by signing the certificate of receipt of the order to the shipping address that you have specified.

# 9 UNCLAIMED DELIVERY

If, for reasons beyond our control, your parcel cannot be delivered after several attempts, it will be returned to us. In such a case, we will assume that you intend to withdraw from the contract, which then automatically converts to a restitution obligation. As a consequence, we will promptly, and no later than 14 days after the cancellation, reimburse all payments received from you, including shipping fees (with the exception of additional costs arising from the fact that you have chosen an alternative shipping method to the standard shipping method we offer).

# 10 TRANSFER OF RISK AND OWNERSHIP OF THE PRODUCTS

From the time of delivery, the risk of accidental loss and accidental deterioration of the products will pass to you.

Ownership of the products is only transferred to you after full payment of all the amounts payable for the products, including the shipping costs or on delivery (see the information in Clause 8 above), if this takes place at a later point.

# 11 PRICE AND PAYMENT

### 11.1 GENERAL

The purchase price of the products corresponds to the price stated on our website at any time, unless there is an obvious error. Even though we endeavour to ensure that all of the prices given on the website are correct, errors may occur. If we determine that the price for a product you have ordered has been stated incorrectly, we will inform you as soon as possible and give you the option to confirm the order again at the correct price, or to cancel it. If it is not possible for us to contact you, the order will be regarded as cancelled and you will receive a full refund of all amounts already paid.

No obligation exists on our part to sell any product at a lower price given in error (even if we have already sent you a Shipping Confirmation), if the price error is obvious and unmistakable and the inaccuracy of the price was reasonably recognisable for you.

The prices specified on the website include VAT, but not shipping costs. These are added to the total payable amount according to the information regarding shipping costs in our <u>Shopping Guide</u>. The total price, including the purchasing price for the products, shipping costs, and VAT, will be displayed prior to final placement of your order.

Price amendments are reserved at all times. However, unless otherwise specified above, such price changes will not affect orders placed by you, for which we have already sent an Order Confirmation.

If you pay via PayPal or Apple Pay, the payment is taken at the point at which we confirm your order.

By clicking on the "Order as the party liable for payment" button, you confirm that you are the legal owner of the credit card.

Credit cards are subject to validity checks and authorisations by the respective credit institute. Should this institution or any other service provider entrusted with the payment according to Paragraph 11.2 fail to approve the payment to us, we will not be liable for delays or non-deliveries and may not be able to conclude a contract with you.

# 11.2 PAYMENT TRANSACTION

ITX Deutschland B.V. & Co. KG has appointed Fashion Retail S.A., with its registered office in A Coruña (Spain), at Avenida de la Diputación, Edificio Inditex, Arteixo, registered in the Commercial Register for A

Coruña, Volume 3425, Page 49, C-47731, Entry 1, and tax identification number A-70301981, for transacting payments and refunds.

Payment can be made using Visa, MasterCard, American Express, Klarna, Apple Pay and PayPal.

In order to reduce the risk of unauthorised access, your credit card data is encrypted. As soon as we have received your order, we or the service provider commissioned for this task will request a preliminary approval of the payment from your bank, in order to ensure that the funds needed to conclude the transaction are available. Your credit card will only be charged when your order leaves our warehouse.

# 12 BUYING AS A GUEST

It is also possible to make purchases through this website using the Guest Purchase function. If you purchase using this method, only the details that are absolutely necessary for processing your order are required. After completing the purchasing process, you will be given the option to register as a user or to continue as an unregistered user.

### 13 QUICK BUY

The Quick Buy feature (hereinafter referred to as "Quick Buy") facilitates purchases through this website, since you do not need to enter shipping, invoice or payment details for each purchase. You can find "Quick Purchase" in the "Shopping basket" section.

To use Quick Purchase, you must register for a customer account and save your card details. You do this when making a payment with any of the credit cards accepted by this website by clicking on "Save my credit card details". The following card details are then saved: card number, name of card holder (as it appears on the card) and expiry date. If you use Quick Purchase, payment must be made by credit card.

In order to store you card details and use the Quick Buy feature, you must accept the applicable <u>Privacy</u> <u>Policy</u> and Conditions.

By consenting to the use of the Quick Purchase function, you give authorisation for purchases made using the tool to be charged to the relevant card with which the tool is linked. In all cases, use of the card is subject to the written terms and conditions that are agreed between you and your card issuer.

You can save the details of a maximum of 15 cards under Quick Purchase. To do so you must pay with each card at least once. If you wish to save the details of more than one card, the card for which the details were saved last is deemed to be your "preferred card" and will be charged by default when purchasing using Quick Purchase. You can change your "preferred card", which is linked with Quick Purchase, under "My Account" on this website.

To use Quick Purchase, you simply have to click on the "Quick Purchase" button, which is displayed in the shopping basket. A window will then be displayed with the shipping, invoicing and payment details

for your purchase. The details contained in this window cannot be edited. If the details are incorrect, do not complete the purchase. If you make purchases using different details, please do not use the Quick Purchase service.

### 14 RIGHT TO CANCELLATION AND RETURN

# 14.1 Legal right to cancellation

### **CANCELLATION POLICY**

# Right to cancellation

If you, as a consumer, conclude a contract, you have the right to revoke it without further explanation within the statutory revocation period.

The revocation period is 14 days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the goods or in the case of several items in a separately delivered packages, 14 days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the last package.

To exercise your right of revocation, you must inform us of your decision to revoke the contract by means of an unambiguous statement (e.g. by mail, phone or email) in one of the following ways. You have the option to use our <u>Sample Cancellation Form</u> for this if you like, but this is not required.

i. By post:

**STRADIVARIUS** 

**GRUPO INDITEX** 

Pol. Ind. Berenguer II

08650 Sallent (Barcelona)

Spain

- ii. <u>By email:</u>
- iii. contact.de@stradivarius.com
- iv. <u>By telephone:</u>
- v. 0800 1888900
- vi. By web form:

# web form

To ensure that the cancellation period is sufficient, please send notice that you will be exercising your right to cancellation before the cancellation period expires.

The right of revocation does not exist with:

- Contracts for the supply of goods which are not prefabricated and which were manufactured according to an individual selection or specification by the consumer or which are clearly customised to meet the personal needs of the consumer.
- ii. Contracts for the supply of sound and/or video recordings or computer software in a sealed package, if the seal has been removed after delivery.
- iii. Contracts for the supply of sealed goods, which are not suitable for return on grounds of health or hygiene, if their seal has been removed after delivery.

# Consequences of revocation

If you cancel this contract, we will return the payments we have received from you, including the shipping costs to the original place of delivery (excluding additional costs that may arise if you have selected a different type of delivery from the standard delivery method) immediately and, in any case, within 14 days from the day on which your notice of cancelling this contract is received by us. For this reimbursement, we will use the same payment method that you used for the original transaction. Under no circumstance will you be charged for this reimbursement. Notwithstanding the aforementioned, we may refuse the refund until we received the returned goods or until you provided evidence that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us without delay and in any event no later than 14 days from the day on which you informed us of your revocation of the Agreement. The period shall be deemed to have been complied with, when you despatch the goods prior to the expiry of the period of 14 days.

Goods return is free of charge for you for the first return of an order if you would like to return goods at post collection points. In the case of several ordered items as part of a single order, if you cancel further items from this order at a later point **and want to return these items**, you will be liable for the return costs for this second return. These costs will be deducted from the amount to be refunded to you.

You can request a return at a collection point in Germany (delivery by post or to a drop point). After your request has been verified, you will receive a confirmation email and

a stamped return receipt to print out and to stick on the package. The stamped return receipt is requested as follows:

Please log in and follow the instructions under "My Account > Returns". If you do not have a customer account on Stradivarius.com, please use the link in the Order Confirmation or Shipping Confirmation email.

Otherwise, you can return the goods at your own cost to the following address:

**RMT Logistics** 

Carrer del Coll

s/n San Fructuoso De Bages

08727 Barcelona

Spain

If you decide to return the items as "cash on delivery", please note that we are entitled to charge any potential costs back to you.

More specifically, if you decide to return the goods as "cash on delivery" at your own cost, we request that you send the e-ticket, which is attached to the Shipping Confirmation email received for the respective item and is also stored under your account on the website or Stradivarius app, and enclose a printed version of this with your return.

We will check the returned items and inform you about your right to a refund for the amounts paid. The refund will be made as soon as possible and in any event within 14 days from the date on which the notice of your revocation has been received by us. Notwithstanding the aforementioned, we may refuse the refund until we received the returned goods or until you provided evidence that you have returned the goods, whichever is earlier. The refund is always made using the same payment method you used to pay for the purchase.

You must only pay for any possible loss of goods value if this loss of value relates to demonstrable reduction of quality, features and functionality of the goods due to unnecessary handling of the goods.

### **END OF INFORMATION ON YOUR RIGHTS OF REVOCATION**

# 14.2 Contractual right of return

In addition to the legal right to cancellation for consumers and users according to the above Clause 14.1, we also guarantee a contractual right to return. This enables you to return items within a period of one

month from receipt of the Shipping Confirmation email and by submitting the e-ticket to us. You are liable for the return costs. In the event of a refund, these are deducted from the amount to be refunded to you according to the payments made by you.

You can exercise your right to return by simply returning goods to us via a collection point:

You can request a return at a collection point in Germany (delivery by post or to a drop point). After your request has been verified, you will receive a confirmation email and a stamped return receipt to print out and to stick on the package. The stamped return receipt is requested as follows:

Please log in and follow the instructions under "My Account > Returns". If you do not have a customer account on Stradivarius.com, please use the link in the Order Confirmation or Shipping Confirmation email.

You may return the goods to the following address at your own expense:

**RMT Logistics** 

Carrer del Coll

s/n San Fructuoso De Bages

08727 Barcelona

Spain

If you decide to return the items to us as "cash on delivery", please note that we are entitled to charge any potential costs back to you.

The garments must be in their unused original state and their original inside labels must be intact.

We will inspect the returned items on receipt and will inform you regarding your right to a refund of the amounts paid for the returned items. The refund will be made as quickly as possible, in any case, within 14 days from the date on which you returned the goods to us. The purchase price less the return costs will be refunded to you in the same way as the purchase.

Please be aware that your right to cancel only applies to products that were returned in the condition in which you received them. If the use of an items goes beyond merely examining it, e.g. as can be the case in a stationary shop, damaged items or items that are not in the same state as when they were received will not be refunded.

Unfortunately, underwear and swimwear without hygiene protection labels, earrings, tights, accessories without their original packaging, items adapted according to customer wishes, perfumes whose original seals have been removed and goods purchased abroad cannot be returned or exchanged.

If you purchased a gift card, the General Conditions of Use for Gift Cards will apply.

This right to return and exchange guaranteed by us irrespective of defects applies in addition to your legal right to warranty claims.

If you have any questions, you can contact us via our web form or on 0800 1888900.

# 14.3 Right to cancellation and return in the case of orders placed abroad

We would like to inform you that we are under no circumstances (with the exception of cases of legal warranty rights to which this regulation does not apply) obligated to refund shipping costs to a place different to the original delivery address or return costs outside of Germany.

# 15 LIABILITY AND DISCLAIMER

Claims on your part for damages are excluded. This excludes:

- i. Damages caused by injury to life, body or health resulting from a breach of duty on our part or a breach of duty by one of our legal representatives or agents and
- ii. other damages caused by an intentional or grossly negligent breach of duty on our part or by one of our legal representatives or agents.

In the event of a negligent breach of contractual obligations, whose fulfilment is essential for the proper execution of the contract in the first place and upon which you can regularly trust as a customer (so-called material obligations), our liability is limited to the replacement of the foreseeable, typical damage.

The provisions of the Product Liability Act remain unaffected.

Subject to the preceding section and unless otherwise specified in these Terms and Conditions, we shall not be liable in the case of contracts with companies in terms of § 14 of the BGB, in particular for the following losses:

- i. Loss of earnings or revenues
- ii. loss of business
- iii. loss of profit or contracts
- loss of expected savings
- v. Loss of the data transmitted to us and
- vi. Loss of administrative or office time

The limitation of liability does not apply insofar as we maliciously concealed the defect or have given a guarantee for the properties of the item. The same applies if we have entered into an agreement with you about the properties of the item.

The provisions contained in the clause shall affect neither your rights as a consumer and customer nor your right to withdraw from the Contract.

# 16 WARRANTY

All of the products descriptions, information and materials on this website are provided "as is", without making any express or implied guarantees, unless required by law. If you conclude a contract as a consumer or customer to this effect, we are obligated to supply goods in conformity with the contract. The goods shall be deemed in conformity with the contract, when they (i) correspond to the description and the quality presented on the website, (ii) are suitable for the purposes for which items of this type are conventionally used and (iii) display the quality and performance that is usually and reasonably expected with items of this type.

The products sold by us - particularly handcrafted products - frequently display the characteristics of the natural materials used during manufacturing. These characteristics - such as variations in fibres, texture, knots and colours - are not regarded as faults or damage. We only select the highest-quality products. However, natural characteristics are unavoidable and should be accepted as part of the item's individual quality.

### 17 INTELLECTUAL PROPERTY

You hereby confirm and give consent that we or our licensor may retain all copyrights, trademarks and all other intellectual and industrial property rights to material or content that are made available to us as part of the website, at any time. You are only permitted to use this material in accordance with the explicit approval that has been granted by us or our licence grantor. This provision shall not prevent you from using our website to the extent necessary in order to copy data in connection with your orders or contact details.

# 18 VIRUSES, ACTS OF PIRACY AND COMPUTER ATTACKS

You are prohibited from knowingly misusing this website by introducing viruses, Trojans, worms, logic bombs or other software or materials that are damaging or technically harmful. You will not attempt to gain unauthorised access by devious means to this website, the server on which this website is made available or another server, computer or database that is related to this website. You undertake to refrain from attacking this website using a denial-of-service attack or distributed-denial-of-service attack.

The failure to comply with this clause can constitute the commitment of an offence according to the applicable regulations. We shall notify the responsible authorities about any such violation of these legal stipulations and will cooperate with them to discover the identity of attackers. If you violate this clause, the authority to use this website will immediately be withdrawn from you.

We are not liable for damages or losses as a result of a denial-of-service attack, virus or other software or materials that are damaging or technically harmful to your computer, your equipment, your data or your

materials, which have been caused by the use of this website or by downloading content from this website or any linked websites.

### 19 LINKS ON OUR WEBSITE

Subject to the regulations on limitation of liability, we are not liable for the content and design of third party websites to which we provide a link on our website. The links are for informational purposes only and represent an additional service to our website visitors. In particular, we do not adopt the contents of the linked websites. In addition, we shall be under no obligation to regularly check the content of the linked websites. We affirm that at the time of linking no illegal content was recognisable on the websites for which we provided the link.

### 20 WRITTEN COMMUNICATIONS

Applicable law makes provisions for the fact that some of the information or notifications that we send to you must be in written form. By placing an order through this website, you accept that communication with us predominantly takes places electronically, for example by email. For contractual purposes, you agree to this form of electronic communication and acknowledge that all contracts, invoices, notifications, information and other messages that we provide to you in electronic form shall be regarded as being in compliance with the legal requirements that such notifications must be made in writing. Your statutory rights remain unaffected by this condition.

# 21 COMMUNICATIONS

All communications that you send to us should preferably be sent via our <u>web form</u>. Subject to the conditions in Clause 20 above and, unless otherwise stipulated, we can send you communications either by email or to the postal address you have provided to us when placing an order.

An email will be understood to have been received after 24 hours of being sent. To provide evidence that messages have been sent, it is sufficient to document that—in the case of an e-mail — that this e-mail was sent to the recipient's specified e-mail address.

### 22 TRANSFER OF RIGHTS AND DUTIES

The Contract between you and us is binding for you, as well as for us and for our respective successors, assignees and heirs.

You are not entitled to transfer or otherwise dispose of a contract or any of your rights or duties in relation to such a contract without our prior written consent.

During the term of the Contract, we may, at any time, transfer or otherwise dispose of the Contract and all our rights or obligations under the Contract. If there is a complete exchange of the contractual partner on our side or at least a complete transfer of all our obligations to a third party, you have the right to withdraw from the Contract. In order to avoid any misunderstandings, it is stated that such transfer, assignment, or other disposal does not affect your statutory rights as a consumer, depending on its

applicability, and shall not have the power to cancel, reduce or restrict in any way whatsoever the statutory warranty rights or warranties that have been expressly or implicitly given to you.

# 23 EVENTS OF FORCE MAJEURE

We are not liable or responsible for the non-fulfilment or delay in fulfilment of our obligations within the context of a Contract, which is caused by events that lie outside of our control ("Event of Force Majeure").

Force majeure includes all actions, events, non-occurring events, failures or accidents, which fall out of our control, including but not limited to the following cases:

- i. Strikes, lockouts or other labour disputes
- ii. Civil unrest, uprisings, invasions, terrorist attacks or the threat of terrorist attacks, war (whether declared or not) or the threat of or preparation for a war
- iii. Fires, explosions, storms, floods, earthquakes, collapses, epidemics or other natural disasters
- iv. Impossibility of using trains, ships, aircraft, trucks or other means of public or private transport
- v. Impossibility of using public or private telecommunication systems
- vi. Introduction or change of legal regulations, enactments, laws, ordinances by governments or authorities.
- vii. All strikes, malfunctions or accidents in marine transport or inland waterway transport, the postal service or other types of transportation

Our duty to fulfil the Contract shall be suspended for the time period during which the Event of Force Majeure continues and we shall be entitled to an extension of the fulfilment period, which corresponds to the duration of this time period. We will employ best efforts to terminate the Event of Force Majeure or find a solution that allows us to fulfil our obligations within the context of the Contract, in spite of an Event of Force Majeure.

### 24 WAIVER

If, at any time during the term of the Contract, we fail to insist on the strict fulfilment of your duties within the context of this Contract or these Terms and Conditions, or if we fail to exercise any rights or legal remedies to which we are entitled within the context of this Contract or these Terms and Conditions, this shall not constitute a waiver of these rights and legal remedies or a restriction of these rights or legal remedies and shall not release you from fulfilment.

A waiver on our part to a specific right or legal remedy shall not constitute a waiver of other rights or legal remedies arising from this Contract or these Terms and Conditions.

A waiver on our part in relation to your duties in accordance with this Contract or these Terms and Conditions shall only become valid once you have explicitly been notified that it actually is a waiver on our part and that it is communicated in writing, as specified in the Notifications section above.

# 25 SCOPE OF CONTRACT

These Conditions and all documents to which they refer (<u>Privacy Policy</u>, <u>Cookie Policy</u>) constitute the entire contract between you and us in relation to the contractual purpose and replace all previous agreements, arrangements and accords between you and us regardless of whether these were made verbally or in writing.

Both parties (you and us) confirm that, when concluding a contract, neither you nor us will refer to any declaration or accord which has been issued by the other party or deriving from any information or documents detailing the transactions that took place between you and us before the contract was concluded, unless this is expressly specified in these Conditions.

Neither one of us shall be entitled to any legal remedy in relation to a misrepresentation made by the other party, verbally or in writing, prior to the date of the conclusion of the Contract (unless such misrepresentation has been made fraudulently). The only legal remedy of the other party is the remedy applicable to breach of contract, as provided in these Terms and Conditions.

### 26 OUR RIGHT TO CHANGE THESE TERMS AND CONDITIONS

We are authorised to revise and change these Terms and Conditions at any time.

The provisions, Conditions and <u>Privacy Policy</u> which are in force at the point of placing an order apply to you except where amendments to these provisions, Conditions or <u>Privacy Policy</u> are required by law or at the behest of a legal authority. In this case, any changes shall also apply to previously placed orders.

# 27 LAW AND JURISDICTION

The use of this website and all contracts regarding the purchase of products through our website are subject to German law.

All dispute cases that arise from or in relation to the use of our website or these contracts, are subject to the exclusive jurisdiction of the German courts.

Your rights as a consumer under the German law remain fully applicable.

### 28 COMMENTS AND SUGGESTIONS

We are always pleased to receive your comments and suggestions. Please submit all comments and suggestions to us via our <u>web form</u>.

If you believe that your rights as a consumer have been infringed, you can direct your complaint to us by email using the address contact.de@stradivarius.com in order to seek an extrajudicial settlement.

If you have made an online purchase through our website, we hereby inform you that according to European Regulation (EU) 524/2013, you are entitled to pursue an extrajudicial consumer dispute via the online dispute settlement platform, available at the web address <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.

We are not obligated and willing to participate in a dispute settlement procedure before a Consumer Arbitration Board.

Official claim forms are also available for consumers and customers. You can request this by calling 0800 1888925 or via our web form.

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