

## General Standard Terms and Conditions for orders done over the Online-shop for End user

### § 1 General

1. Plein International AG, Säntisstrasse 5, 8580 Amriswil, Schweiz, managing director Herr Philipp P. Plein, Tel.: +41-71-4142550, service@philipp-plein.com (hereinafter called "Philipp Plein Int. AG" or "we") runs an online shop under the internet address www.philipp-plein-shop.com (hereinafter called "Website"). All orders placed by you via the Website and our deliveries and services are exclusively subject to the following General Terms and Conditions, in the version that is valid at the time of the order. We do not accept conflicting terms and conditions of the Customer unless we have agreed to their validity in writing.

2. This Online-shop is only for End user. The purchase of goods is precluded for all professional/commercial buyer and middlemen. The shown items will only to be sold at normal quantity of pieces and assorting.

### § 2 Right to return

1. You may return merchandise that you have received without indicating any reasons within two weeks by sending the merchandise back. The time limit starts running one day after the day on which you have received the merchandise and instructions about the right to return enclosed separately in writing. Only in cases of merchandise that can not be shipped (e.g. in cases of bulky merchandise) you may exercise your right to return through a written request (e.g. by letter, telefax or e-mail). Returns will be accepted for consideration only when we receive them in the given time limit which means that you must ship it out on time. Return shipments will be at our cost and risk. You need to address the request to

Philipp Plein International AG, Säntisstrasse 5, 8580 Amriswil, Schweiz  
Tel.: 0041-71-4142550, Fax: 0041-71-4142560  
**shop@philipp-plein.com**

**The return has to be done to:**

**ITG GmbH Logistik  
Company Plein  
Eichenstrasse 2  
Tor 27- 31  
85445 Schwaig  
Germany**

2. You will find all documents helpful in connection with the return of the merchandise in your shipment. The return has to be done to our warehouse in Germany, **NOT** Switzerland. For costs which would arise because of sending the shipment back to the wrong address, like duty and taxes as well as sending costs, will be invoiced to the customer or the shipment will be not accepted and sent back to the sender.

### § 3 Consequences of Return

1. In case of a valid return, the mutually received benefits are to be returned and eventually drawn profits (e.g. profits drawn from the use of the merchandise) are to be returned. In case that the merchandise has deteriorated, a compensation regarding the value may be claimed. This does not apply in case where the deterioration of the merchandise exclusively results from its inspection as it would have been possible for you in a shop. You also can avoid the obligation to compensate the value by not using the merchandise as if you owned it and by refraining from acts that might affect its value. Commitments regarding refund of payments have to be done in between 30 days, which do start for the customer with day of returning the shipment for us with receiving it.

2. All costs will be charged to your credit card. In case of a return, the credit card will be credited. Please note however that any loses incurred due to changes in the exchange rate will not be credited. In case of payment in advance we ask you to send your bank informations with the return notice.

3. If you have any questions please contact our Shop@ Team:  
E-Mail: shop@philipp-plein.com  
Tel.: +41-71-4142550  
Fax: +41-71-4142560

#### § 4 Conclusion of contract

1. The contract between you and Philipp Plein Int. AG is not entered into until we send the ordered merchandise to you. By sending the order form provided on our Website to us you make a legally binding offer to enter into the contract. You finalize the order by entering all information during the order process and sending the order form to us by clicking the "Confirm the order" button.
2. Philipp Plein Int. AG is entitled to reject orders without indicating any reasons.

#### § 5 Important notes

1. The merchandise offered under [www.philipp-plein-shop.com](http://www.philipp-plein-shop.com) is presented on the Website in the format of digital photographs of existing merchandise. Minor divergences of the photographs from reality do not constitute a defect of the ordered merchandise.
2. Please note that merchandise presented on the [www.philipp-plein-shop.com](http://www.philipp-plein-shop.com) Website may no longer be available at the time of the customer's visit to the Website and that the respective prices may have changed. All prices shown are listed in EURO and exclude shipping costs.
3. Philipp Plein Int. AG is entitled to perform partial deliveries.

#### § 6 Delivery and Shipping

1. We ship exclusively with UPS. Philipp Plein Int. AG bears the transportation risk.
2. Merchandise is generally ready for shipping at the latest one day after you've placed your order. Unless otherwise agreed, the delivery will be made from our warehouse to the address indicated by the customer. Please note that custom taxes, duties and handling fees for each individual country will be applied and invoiced separately directly to the buyer through UPS.
3. Shipping Rates

##### In the Area of the European Union

Under 500 Euro order value the shipping costs will be 10% of the order value, but maximum 50 Euro.  
Over 500 Euro order value we will ship free at residence.

##### Outside the Area of the European Union

Under 1000 Euro order value the shipping costs will be 15% of the order value.  
Over 1000 Euro order value the shipping costs will be 10% of the order value, but maximum 250 Euro.

#### § 7 Payment, Default

You may pay your order at Philipp Plein Int. AG via **wire transfer in advance** or with your **credit card**.

##### Procedure for payment via wire transfer in advance

Please transfer the invoiced amount with the corresponding order number to our account:

Philipp Plein International AG, Säntisstrasse 5, 8580 Amriswil, Schweiz

UBS AG Kreuzlingen, Kontonummer: 0217-436824.60P  
Clearingnummer (innerhalb CH) 0217  
IBAN CH880021721743682460P, BIC UBSWCHZH80A

Potential transfer charges or bank charges have to be borne by the customer. Please note that we can only ship your order upon receipt of the total payment / invoice amount.

Please note that credits resulting from returns will be transferred back to your account. Therefore please be so kind to name your bank details with your written request.

##### Procedure for payment with credit card

The Philipp Plein Int. AG uses a security server software with a SSL interface (Secure Socket Layer). This

method secures your credit card data during the transmission process against access and manipulation. It is therefore impossible for third parties to read this data during transmission over the internet.

Upon the confirmation of payment through your bank or Credit Card Company we will process with shipping. Credits resulting from returns will be transferred back to your credit card.

We accept the following credit cards:



In commercial transactions a customer does not have a lien except the fact that there are uncontested or legal stated counterclaims.

#### **§ 8 Retention of Title**

Until payment is made in full Philipp Plein Int. AG retains its title to the merchandise.

#### **§ 9 Warranty**

Statutory warranty provisions apply.

#### **§ 10 Data Protection**

All customer data are saved and processed by Philipp Plein Int. AG exclusively in accordance with the relevant data protection laws. In particular, personal data are being collected, saved, and used exclusively for the purpose of processing the order or with your explicit consent used for internal marketing assessments of company Philipp Plein Int. AG like Newsletter. We do not store personal data any longer than absolutely required.

We do not forward personal data to third parties except with regard to subcontractors of Philipp Plein Int. AG that require the transfer of data to process the order. In these cases, however, the scope of the data transfer is restricted to the required minimum.

#### **§ 12 Choice of Law, Validity**

German law applies with the exception of the United Nations Convention on Contracts for the International Sale of Goods.

In case that one or more provisions are or will be invalid, the validity of the remaining provisions remain unaffected.

As of 04/2009