

# THE KADEWE GROUP

---

STATE 17.12.2018

## GENERAL TERMS AND CONDITIONS OF BUSINESS

---

PAGE 1

Alsterhaus (alsterhaus.de), KaDeWe (kadewe.de) and Oberpollinger (oberpollinger.de), are production sites of The KaDeWe Group GmbH.

### 1. CONCLUSION OF CONTRACT

Your contract partner for all orders is The KaDeWe Group GmbH, business address: Katharina-Heinroth-Ufer 1, 10787 Berlin.

A contract is formed when one person makes an offer, and the other accepts it.

#### a) Conclusion of contract for the use of the online shop

For orders that are made via the online shop, the contract is concluded as follows:

Our online offers are not offers in the legal sense, but rather invitations to treat, which means they are an invitation to you to make an offer to form a contract. This is done when you place an item into the virtual shopping basket and you click the button »Zahlungspflichtig bestellen« [Order with an obligation to pay] when you complete your order. Immediately, afterwards, you will receive an email confirming the receipt of your order (confirmation of order). Your offer is accepted and thus the contract is concluded when we deliver the goods and when a corresponding email to this effect is sent (shipping confirmation).

#### b) Conclusion of contract for the use of the messaging service Whatsapp

For orders via the messaging service Whatsapp, the contract is concluded as follows:

You send a message to +49 151 20004600 via the messaging service Whatsapp containing details of your desired item. In accordance with your information, The KaDeWe Group GmbH will send you a suggestion for the purchase of a product with details of the purchase price. This is an invitation to treat, which is an invitation to you to make an offer to form a contract. You will make an offer by sending a confirmation via Whatsapp. Subsequently, you will be requested to provide your name, the desired delivery address and your email address. Upon receipt of this data, The KaDeWe Group will inform you of the purchase price, including the shipping costs, and you will be sent a link via email, which you can use to pay the purchase price. The acceptance of the offer and thereby the conclusion of the contract for the product is made once a message is sent to you via Whatsapp that your payment has been received.

Orders can be placed in German and in English.

Our range of alcoholic beverages is exclusively directed at adults having attained the legal age of adulthood. You will confirm that you have attained the legal age of adulthood by entering your date of birth and by sending your order. The delivery will be made exclusively to persons having attained the legal age of adulthood.

We are not contracting partners of purchase agreements that you conclude on other pages which we merely link to. These orders are governed by the terms and conditions of the relevant provider.

# THE KADEWE GROUP

STATE 17.12.2018

## GENERAL TERMS AND CONDITIONS OF BUSINESS

PAGE 2

### 2. CARRIAGE

You will receive your order in one delivery, if possible. There will be no disadvantage to you if the delivery is made in multiple shipments; The KaDeWe Group GmbH will accept the additional postage and shipping costs. In the event that an item cannot be delivered, we will inform you promptly by email or, in the event of an order via the messaging service Whatsapp, via Whatsapp.

### 3. SHIPPING COSTS

You shall bear the shipping costs. Please see the following table for the prices:

Item	Delivery area	Type of delivery	Delivery costs	Delivery period
Gift certificate	BRD up to € 275	Letter	free	2-3 days
Gift certificate	BRD from € 300	DHL	free	2-3 days
Event tickets	BRD	DHL	€ 10,00	1-2 days
Gift basket	Berlin up to € 149	Door-to-door shipment	€ 10,00	1-2 days
Gift basket	Berlin from € 150	Door-to-door shipment	free	1-2 days
Gift basket	BRD up to € 149	DHL	€ 10,00	2-3 days
Gift basket	BRD from € 150	DHL	free	2-3 days

Prices for cargo deliveries will be requested directly from the shipping department and are subject to the place of destination and weight. An insurance fee must be added to the relevant flat shipping rate.

The following applies for orders via the messaging service Whatsapp:

If the value of the goods is below EUR 150.00 and if the shipment is made within Germany, a flat shipping rate of EUR 10.00 is charged. National shipping of goods with a value over EUR 150.00 is free. Express shipping will incur additional costs.

### 4. PRICES, PAYMENT METHODS, RETENTION OF TITLE

All prices include the statutory rate of VAT and are deemed plus shipping costs. A Visa, Mastercard or American Express credit card is required to pay for orders. The goods shall remain the property of The KaDeWe Group GmbH until payment has been made in full.

### 5. PARTICULARS

Gift certificates and event tickets cannot be exchanged.

### 6. RETURNS

Returns made on the basis of a withdrawal or a warranty are free. In the event that a return label is not delivered with the shipment, you will be sent a label upon request (shoppingondemand@kadewe.de or Whatsapp) by email.

# THE KADEWE GROUP

---

STATE 17.12.2018

## GENERAL TERMS AND CONDITIONS OF BUSINESS

---

PAGE 3

### 7. DISPUTE RESOLUTION

Since 15 February 2016, the EU Commission provides a platform for alternative dispute resolution. This gives consumers the opportunity to resolve disputes regarding their online order without the initial involvement of the court.

The dispute resolution platform is available on [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/). We are required by law to inform you of our email address [shoppingondemand@kadewe.de](mailto:shoppingondemand@kadewe.de).

We will make every effort to resolve any differences in opinion arising from our contract amicably.

Beyond that, we are not obligated to participate in an arbitration proceeding and unfortunately we are unable to offer our participation in such a proceeding to you.

### 8. APPLICABLE LAW, CONTRACT LANGUAGE

All legal relationships of the parties are governed by the law of the Federal Republic of Germany, excluding the law on international commodity sales.

The contract language is German.

# THE KADEWE GROUP

---

STATE 17.12.2018

## CONSUMER INFORMATION

---

PAGE 1

### 1. CONTRACT PARTNERS

The KaDeWe Group GmbH  
Business address:  
Katharina-Heinroth-Ufer 1  
10787 Berlin

Managing Directors: André Maeder (Chairman), Dr. Michael Peterseim, Sean Hill  
Chairman of the Supervisory Board: Wolfram Keil

Registered Court: Essen  
Commercial Register No.: HRB 22704  
VAT Identification No.: DE275864626

Contact:  
KaDeWe  
Onlineshop  
Tautenzienstraße 21- 24  
10789 Berlin

Phone +49 30 2121 2131 (Monday to Friday 10 a.m. – 9 p.m.; Saturday 10 a.m. – 8 p.m.)  
E [shoppingondemand@kadewe.de](mailto:shoppingondemand@kadewe.de)

### 2. DELIVERY PERIOD

Unless expressly stipulated otherwise in the individual product view, the delivery period is two to five working days from the date of dispatch of the order confirmation, or for orders received via Whatsapp, two to five working days from the date on which payment is received.

### 3. PAYMENT METHODS

A Visa, Mastercard or American Express credit card is required to pay for orders.

# THE KADEWE GROUP

---

STATE 17.12.2018

## CONSUMER INFORMATION

---

PAGE 2

### 4. WARRANTY

The statutory warranty provisions apply. If the ordered goods are used for your own commercial or self-employed activity, your statutory warranty claims shall expire after one year. Any guarantees provided by the relevant manufacturer shall not affect the warranty provisions. In the event of a claim under warranty, please contact:

KaDeWe  
Online shop  
Tauentzienstraße 21- 24  
10789 Berlin

Phone +49 30 2121 2131 (Monday to Friday 10 a.m. – 9 p.m.; Saturday 10 a.m. – 8 p.m.)  
E [shoppingondemand@kadewe.de](mailto:shoppingondemand@kadewe.de)

### 5. WITHDRAWAL POLICY

Consumers in the meaning of section 13 German Civil Code [BGB] are entitled to a right of withdrawal in accordance with the following requirements:

#### 5.1 RIGHT OF WITHDRAWAL

You are entitled to withdraw from this contract within 14 days, without giving any reason. The withdrawal period is 14 days from the date on which you or a third party other than the carrier and indicated by you acquires the material possession of the last goods ordered. To exercise your right of withdrawal, you must send us an unequivocal statement communicating your decision to withdraw from this contract. In this respect, please contact

KaDeWe  
Online shop  
Tauentzienstraße 21- 24  
10789 Berlin

Phone +49 30 2121 2131 (Monday to Friday 10 a.m. – 9 p.m.; Saturday 10 a.m. – 8 p.m.)  
E [shoppingondemand@kadewe.de](mailto:shoppingondemand@kadewe.de)

To adhere to the time limit for withdrawal, it is sufficient that you send the notification of your wish to exercise your right of withdrawal before the expiry of the withdrawal period. You may use our withdrawal form for this purpose; however, this is not compulsory.

### 5.2 EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse any payments received from you, including the delivery costs (with the exception of the additional costs resulting from you selecting a different delivery option than the cheapest standard delivery offered by us) without undue delay and at the latest within 14 days from the date on which we have received the communication of withdrawal from this contract from you. We will use the same payment method for this reimbursement that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged for this reimbursement.

We may withhold the reimbursement until we have received the goods back, or if you have supplied evidence of having sent back the goods, whichever is the earliest.

You must return or handover the goods without undue delay and in any case by the latest within 14 days from the date on which you have communicated the withdrawal of this contract to us, to:

KaDeWe  
Online shop  
Tauentzienstraße 21– 24  
10789 Berlin

The time limit is considered observed if you send the goods before the expiry of the time limit of 14 days. We shall bear the costs for the return of the goods. You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods.

### 5.3 EXEMPTION FROM THE RIGHT OF WITHDRAWAL

The right of withdrawal shall not exist for the following contracts:

**5.3.1** Contracts for the supply of goods that are not pre-fabricated and the production of which is governed by your individual choice or your decision, or that are clearly tailored to your personal needs,

**5.3.2** Contracts for the supply of goods which are highly perishable, or which may quickly pass their expiration date,

**5.3.3** Contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if such goods were unsealed after delivery,

**5.3.4** Subject to section 312g German Civil Code (2) 2nd sentence, contracts for the provision of services in the fields of accommodation other than for residential purposes, transport of goods, car rental services, deliveries of food and beverages, or services related to leisure activities, if the contract provides for a specific date or period of performance.

# THE KADEWE GROUP

---

STATE 17.12.2018

## CONSUMER INFORMATION

---

PAGE 4

### 6. COPYRIGHT LAW, EXCLUSION OF LIABILITY

All texts, images, graphics, sound, video, and animated files of our internet presence are subject to copyright law and other laws protecting intellectual property. They must not be copied, altered or used on other websites for commercial purposes or for the purpose of forwarding them. Some Internet pages also contain images that are governed by the copyright of those who have provided them.

We are not responsible for the content of third party websites which we link to.

# THE KADEWE GROUP

---

STATE 17.12.2018

## WITHDRAWAL FORM

---

KaDeWe  
Online shop  
Tauentzienstraße 21– 24  
10789 Berlin

Phone +49 30 2121 2131 (Monday to Friday 10 a.m. – 9 p.m.; Saturday 10 a.m. – 8 p.m.)  
E shoppingdemand@kadewe.de

I/We\* hereby give notice that I/We\* withdraw from my/our\* contract of sale of the following goods\*/  
provision of the following service\*:

---

Ordered on\*/received on\*: \_\_\_\_ . \_\_\_\_ . \_\_\_\_

Name of consumer(s)\*: \_\_\_\_\_

Address of consumer(s)\*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of consumer(s)\*: \_\_\_\_\_

Date: \_\_\_\_ . \_\_\_\_ . \_\_\_\_

\*Delete as appropriate.