



## Terms and Conditions of Sale

This page provides you information about U.S. Direct E-Commerce Limited, trading as eShopWorld (“eShopWorld”, “ESW”, “ECOI”, “we”, “our” and/or “us”), and the terms and conditions (the “Terms”) on which we sell products in accordance with section 2.1 below (“Products”) through our website (“our site”) to you. These Terms will apply to any contract between us for the sale of Products to you (“Contract”). Before using our site, please read these Terms carefully and make sure that you understand them.

Please note that before placing an order or making a payment you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site or make any payments related thereto.

You should view, read and print a copy of these Terms or save them to your computer for future reference. We may amend these Terms from time to time as set out below. Every time you wish to order Products or use our site, please check these Terms to ensure you understand the terms which will apply at that time.

If there is any discrepancy between the terms of this document in any other language and the English translated version of this document, the terms of the English version shall prevail.

If the Terms contain special provisions that only apply to consumers in certain countries, the applicability of the respective provision depends on where the consumer has his habitual residence. This means, for example, that provisions that are intended to apply to consumers in the European Union, only apply to those consumers who have their habitual residence in a member state of the European Union.

### 1. INFORMATION ABOUT US

1.1 We are U.S. Direct E-Commerce Limited trading as eShopWorld, a company registered in Ireland under company registered number 479237 and with our registered office at South Block, The Concourse Building, 110-115 Airside Business Park, Swords, County Dublin, Ireland. ECOI is authorised to act as merchant and the governing Law of the Contract will be that of Ireland. ECOI shall be responsible for dispute resolution, and the courts of Ireland will have non-exclusive jurisdiction. Title of the products will transfer from ECOI to you prior to importation into Australia.

1.2 Notwithstanding section 1.1, U.S. Direct E-Commerce AUS PTY Limited ACN 635 743 556, a company registered in Australia and with a registered office at c/o Hall Chadwick Melbourne Services, Level 14, 440 Collins Street, Melbourne, Victoria 3000 Australia (“ECOAU”) may, on behalf of ECOI, receive payment from you, on behalf and as an agent of ECOI. In the event you are located in Australia, the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia. Title of the products will transfer from ECOI to you prior to importation into Australia.



1.3 If you are purchasing Products (other than personalised Products) through our website from Singapore, you will be purchasing from our Singaporean entity, U.S. Direct E-Commerce (Singapore) PTE. Limited. These Terms apply to the Contract formed between you and U.S. Direct E-Commerce (Singapore) PTE for the sale of those Products to you. Any references in these Terms to eShopWorld shall be a reference to U.S. Direct E-Commerce (Singapore) PTE. Limited.

1.4 Contacting us

1.4.1 If you wish to contact us for any other reason, including because you have a complaint, please do so by e-mailing us at [info@eshopworld.com](mailto:info@eshopworld.com).

1.4.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us in your order.

## 2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 We contract with retailers worldwide pursuant to which ESW is the appointed merchant of record, which enables us to sell retailer's merchandise to you in your country.

2.2 By placing an order with us through our site, you acknowledge that your transaction will be with us and not with the respective retailer. You further acknowledge that upon successful verification by us of the authenticity and sufficiency of the information you provide, we will then purchase the merchandise from the respective retailer for the sole purpose of immediately reselling it to you for the amounts presented and agreed-upon when you submitted your order. We will be responsible for fulfilling the order to you.

2.3 Our site will guide you through the steps you need to take to place an order and make a payment with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

2.4 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. The Contract between us will only be formed when you receive your order confirmation email.

2.5 We will send you an e-mail that confirms that the Products have been dispatched ("**Dispatch Confirmation**").

2.6 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site or the respective retailer's site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible and will incur no further liability to you.

2.7 You acknowledge that we shall be permitted to verify the authenticity and sufficiency of the information you provide, and if we are unable to verify the information automatically, our



representatives may contact you and/or your debit or credit card issuing bank to confirm your identity and/or your intent to place the order.

- 2.8 Please note that any Products made available through our site are intended for non-commercial use, and purchase of any Products for resale purposes is strictly prohibited.
- 2.9 By placing an order or making a payment through our site, you warrant that you are legally capable of entering into binding contracts. Your credit/debit card or other payment method will be billed by us and charges on your statement will be accompanied by the description "eShopWorld", "eSW", or similar. You warrant that all the information provided to us for the purpose of processing payments is correct and you are authorized to utilize the proffered payment method. You acknowledge that we will be entitled to verify the authenticity and sufficiency of the payment information you provide. ESW reserves the right to cancel your order at any stage, in the event that we are unable to verify the information you provide, or the payment method that you have selected. In the event of a cancellation by ESW, we will refund you the full amount that you have paid.
- 2.10 You acknowledge and agree that we shall conduct pre-payment screening on you and the information you have provided. These checks are designed to prevent eShopWorld from conducting business with a sanctioned individual, entity or country in violation of any applicable laws and regulatory requirements in the territories we operate (including without limitation all customs laws and regulations and export and import controls administered by the U.S. government (including, but not limited to, the Export Administration Regulations under the U.S. Department of Commerce), the European Union and any other applicable jurisdiction).
- 2.11 We provide the service of determining the appropriate taxes and duties to be applied to the importation of the Product by you, and to collect, report and remit these taxes and duties, as applicable, on your behalf, to the appropriate tax authority. For imports into the European Union and the United Kingdom, the resulting taxes and duties are included in your payment and are paid by eShopWorld and there are no additional costs. By accepting these Terms, you authorize eShopWorld to accept any additional claims for levies (additional assessment) from the relevant customs authorities. For certain non-European imports, you will be responsible for the remittance of taxes and duties to the appropriate tax authority. All Products purchased from us are made pursuant to a shipment contract. Title to the Products shall transfer from the relevant retailer to eShopWorld after exportation of the Products. Title subsequently transfers from eShopWorld to you prior to importation of the Product and you shall be the importer of record (save for delivery to Switzerland, where eShopWorld will be the importer of record). Risk of loss in the Product passes to you when the Product is delivered to you.
- 2.12 By ordering Products from us, you hereby authorize a licensed customs broker chosen by us to act as your agent and transact business with foreign revenue authorities to clear your Products, account for duties and taxes on your behalf, if applicable return your Products and if applicable, prepare and submit refund claims on your behalf for any merchandise that you return. Please note that this section 2.12 excludes customers in Canada; customers in Canada should refer to section 6.10.



- 2.13 The price of your order will be quoted including or excluding taxes depending on the delivery address: (a) Products delivered within Canada will be quoted exclusive of sales tax; (b) Products delivered within Europe will be quoted inclusive of value added tax; and (c) Products delivered within Australia will be quoted inclusive any tax, duty, fee, levy or other additional charges. Shipping costs are not included in the price; these will be added at the checkout and will be indicated as a separate charge on your order form (except, in circumstances where free shipping is offered).
- 2.14 For consumers in Australia, by placing an order with us through our site, you acknowledge that you are entering into an international transaction with us and not with the respective retailer. Further, you acknowledge that some banks may charge an international transaction fee according to their policies. We do not charge this fee or control when your bank will charge it.

### 3. TERMS OF USE OF OUR SITE

- 3.1 Please read these Terms of Use carefully before you start to use this website. By using our site, you indicate that you accept these Terms of Use and that you accept and agree to abide by them. If you do not agree to the Terms of Use, please immediately cease all usage of this site.
- 3.2 We do not guarantee that our site or any content on it will always be available or be uninterrupted. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw, discontinue or change all or any part of the site without notice. We will not be liable to you if for any reason all or any of our sites are unavailable at any time or for any period.
- 3.3 You are responsible for making all the necessary arrangements for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms, and that they comply with them.
- 3.4 We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you in respect of any future use of the site and any future orders you place for Products.
- 3.5 **Note to Consumers in Germany.** Section 3.4 shall only apply to the extent any changes do not unreasonably disadvantage you. If changes are made, we will notify you within a reasonable period and inform you of your rights. You have the option to close your customer account at any time. Revisions to these Terms shall not impact this *“Note to Consumers in Germany.”*
- 3.6 We may update our site from time to time and may change the content at any time. The special provisions for consumers in Germany under section 3.5 shall apply mutatis mutandis.
- 3.7 Access to certain areas of our site is restricted. We reserve the right to restrict access to other areas of our site, or indeed the whole site, at our discretion.
- 3.8 The use of our sites by a minor (an individual under 18 years of age) is subject to the consent of their parent or guardian and subject to Australian law. We advise parents or guardians who



permit minors to use the site that it is important that they communicate with minors about their safety online, as moderation or vetting of advertisements is not guaranteed or fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.

- 3.9 You must not use our site in any way that causes, or may cause, damage to the site or impairment of the availability or accessibility of the site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity including but not limited to using our site to copy, store, host, transmit, send, use, publish or distribute any material; gaining unauthorized access to our site; collecting data from our site; sending unsolicited commercial communications via our site; and/or without limitation performing any act that is inconsistent with the purpose of this site: to take in and fulfil consumer orders.
- 3.10 Where necessary we will report any breach of these Terms to the relevant law enforcement authorities and if and to the extent allowed under applicable data protection law, we will cooperate with those authorities by disclosing your identity and/or your personal information to them. In the event of such a breach, your right to use our site will cease immediately.
- 3.11 We reserve all rights, title and interests in our and our affiliates' intellectual property rights including without limitation, any patents, trademarks, service marks, copyright, database rights, design rights, know-how, confidential information and any other similar protected rights in any country.

#### **4. WHAT YOU AUTHORISE US TO DO**

- 4.1 By using our site, you authorise us to process payments, refunds and adjustments for your transactions, remit funds to your bank account where applicable, charge your credit card or debit the account linked to your debit card, as applicable, and pay us and our affiliates any amounts you owe in accordance with these Terms.
- 4.2 We may at any time require you to provide any financial, business or personal information we request to verify your identity. You will not impersonate any person or use a name which you are not legally authorised to use. You authorise us to verify your information (including any updated information) and to obtain an initial credit authorisation from your credit card issuer.

#### **5. SHIPPING AND DELIVERY**

- 5.1 Your Dispatch Confirmation will contain delivery information which will allow you to track the delivery of your Products (where such service is made available). Occasionally our delivery to you may be affected by an Event Outside Our Control. See section 10 for our responsibilities when this happens.
- 5.2 If no one is available at your address to take delivery, the carrier may leave a delivery attempt notice to advise that the merchandise has been returned to their local depot. If this occurs, please contact the carrier at the number listed on the delivery attempt notice. If you have further issues, please contact eShopWorld on [info@eshopworld.com](mailto:info@eshopworld.com).



- 5.3 Delivery of an order shall be completed when we deliver the Products to the address you gave us, or you collect such Products from us.
- 5.4 Occasionally, part of an order may be out of stock or backordered by the respective retailer. If not agreed otherwise in these Terms (particularly under section 10), we are not responsible for any delays in your Order. We will take all reasonable steps to try and limit any delays in your order due to backorder situations or delays caused by the retailer, and shipments of your Products will only be made after the Products have arrived at the depot.
- 5.5 Except if an “Event Outside Our Control” (see section 10 below) occurs, purchased Products shall be delivered within 30 (thirty) days from when you receive your order confirmation email (unless a later delivery date is agreed with you). In circumstances where the delivery has not occurred within the above indicated timeframe (or as otherwise agreed with you), you will be entitled to specify a date for delivery and, if this cannot be met, you may terminate the Contract and we shall, without undue delay, reimburse all sums paid under the Contract.
- 5.6 Products are shipped to you based on the information which you provide to us and you are responsible for the accuracy of such information. If any regulations are breached (including but not exclusively export/import regulations) due to inaccurate information provided by you then you are responsible for such breach.
- 5.7 Our carrier may contact you to arrange deliveries, confirm delivery details and rearrange deliveries (where applicable) from time to time.
- 5.8 If you have chosen cash on delivery as your preferred method of delivery and payment (where such option is available):
  - 5.8.1 we have discretion to reject certain modes of payment;
  - 5.8.2 we only accept payments in the local currency; and/or
  - 5.8.3 should you not accept the Order or make full payment at the time of delivery, we reserve the right to refuse to deliver the Products.

## 6. RETURNS

Except as otherwise provided in section 8 below, the following section applies with respect to standard returns. Please see below for more information regarding Faulty Merchandise and your Right of Withdrawal:

- 6.1 Details on how you can cancel your order or return your Products (where permissible) including the address to which Products must be returned and the time limits for returns, will be provided in the FAQs (Frequently Asked Questions), on the checkout page, in your order confirmation e-mail and/or your Dispatch Confirmation via the link to the returns portal, (the “Return Merchandise Portal”).



- 6.2 Returns must only be sent to the address indicated on the Return Merchandise Portal. These details will be provided with the delivery package containing your order or in the Dispatch Confirmation email (which will contain a link to the Return Merchandise Portal).
- 6.3 Returned Products must be in new condition with tags attached and must be accompanied by the original receipt or invoice. All returned Products are sent at your own risk. If you have received a return label, you must use the return label provided to you via the Return Merchandise Portal.
- 6.4 All refunds are subject to inspection and verification within our return centres. If the returned Products are not, in our reasonable opinion, fully resaleable, whether through a damage of the product or the packaging, we reserve the right to refuse a refund partly or in total.
- 6.5 Only in cases where the details of the returned Products have been provided within the Return Merchandise Portal will we reimburse you.
- 6.6 You will be refunded by us to the credit/debit card or other payment method provided by you when the order was originally placed. The refund will be processed as soon as practicable but within fourteen (14) working days of the Product arriving to the return centre in a perfect resaleable condition.
- 6.7 Deductions may be made from refunds where such returned Products are returned in an unacceptable condition.
- 6.8 We acknowledge that any Products returned on the basis of being faulty shall not be subject to this section and no provisions within these Terms shall affect your statutory consumer rights (for customers in the United Kingdom, please see in particular section 9.9 below). All returns of faulty Products will be governed under the Sale of Goods and Services Act 1980.
- 6.9 Certain goods may not be suitable for return. In the event that a Product is not suitable for returning, please refer to your order confirmation email and you will be advised as to how your refund may be processed in accordance with the policies and procedures set out therein.

#### **For Consumers in Canada**

- 6.10 Canada consumers agree as follows: U.S. Direct E-Commerce Limited (dba eShopWorld) is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering Products from U.S. Direct E-Commerce Limited (dba eShopWorld), I hereby authorize Livingston International an approved customs broker in CREDITS, to act as my agent, and to transact business with the CBSA to obtain release of my merchandise, account for duties and taxes, return merchandise to U.S. Direct E-Commerce Limited (dba eShopWorld), and electronically submit refund claims on my behalf. Under the CREDITS program, I understand that the CBSA will send any refund of duties and taxes that were paid on the returned merchandise to the customs broker, and that I will obtain the refund directly from U.S. Direct E-Commerce Limited (dba eShopWorld). Further, I also authorize Livingston International to forward any refund issued by the CBSA in my name, so that U.S. Direct E-Commerce Limited (dba eShopWorld) can be reimbursed.



## **7. FAULTY MERCHANDISE**

- 7.1 We are under a legal duty to supply merchandise that is in conformity with this Contract. If you wish to return merchandise which is faulty or non-conforming, you can email us.
- 7.2 If you choose to return your faulty or non-conforming merchandise, we will first need to confirm that it is faulty, damaged, or does not correspond to the description on our website. Once confirmed, we will refund the cost of the merchandise and the original shipping and handling charges paid by you. If we determine the merchandise is not faulty, you will not be entitled to a refund and we will return the merchandise to you at your cost. Please see the "Returns" section above for more information regarding on how you can complete your return.
- 7.3 We will usually credit the refund back to the form of payment that you used to pay for the merchandise within approximately fourteen (14) days from the date that we receive the merchandise. Please note, it may take longer for the refund to appear on your payment card statement.

## **8. RIGHT OF WITHDRAWAL (CONSUMERS IN THE UNITED KINGDOM & EUROPEAN UNION)**

- 8.1 Subject to section 8.2 below, you may cancel your order for any reason without penalty for up to fourteen (14) days after the order has been received. In circumstances where you order multiple Products in one order but some are delivered on different days, the "cooling off" period ends at the end of fourteen (14) days after the day on which the last of the Products is received.
- 8.2 Your right of cancellation shall only apply in circumstances where we are legally obliged to provide such a right to you in your respective jurisdiction. The right to return (or exchange) Products under this section does not apply to Products (i) made to your specification; or (ii) which have been personalised; or (iii) which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly; or (iv) where sealed Products have been supplied which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery.

### **8.3 Withdrawal Policy**

Note to Consumers in Germany: In the event of conflict between the German and the English translations of section 8.3, the German version shall prevail for consumers in Germany.

#### **Right of withdrawal**

You have the right to withdraw this Contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the goods.





To exercise your right of withdrawal, you must inform us (eShopWorld c/o U.S. Direct E-Commerce Limited, 3rd Floor, The Concourse Building, 100-115 Airside Business Park, Swords, County Dublin, K67 NY94 Ireland, email [info@eshopworld.com](mailto:info@eshopworld.com)) of your decision to withdraw from this Contract. For this purpose, you may use the enclosed model withdrawal form, which is, however, not mandatory. You may also electronically fill in and submit the model withdrawal form or another clear statement on our website (a link to the Return Merchandise Cancellation Form will be included in your order confirmation e-mail and/or your Dispatch Confirmation email]. If you make use of this option, we will send you confirmation of receipt of such revocation without delay (e.g. by e-mail).

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of the withdrawal**

If you withdraw this Contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this Contract. For this repayment, we will use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract to us. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods, except if you have received an eShopWorld nominated or prepaid label.

You must pay for any loss in value of the goods only if such loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

#### **8.4 Model Withdrawal Form**

If you wish to withdraw the Contract, please complete and return this form.

- To eShopWorld c/o U.S. Direct E-Commerce Limited, 3rd Floor, The Concourse Building, 100-115 Airside Business Park, Swords, County Dublin, K67 NY94 Ireland, email [info@eshopworld.com](mailto:info@eshopworld.com).



- I/We (\*) hereby give notice that I/We (\*) cancel my/our (\*) contract of sale of the following goods (\*).
- 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 applicable.

## 9. PRODUCT WARRANTIES AND OUR LIABILITY

Subject to deviating provisions under sections 9.7 and 9.8 for Consumers in Germany (for which solely the provisions in these sections 9.7 and 9.8 shall apply), and 9.9 – 9.16 for Consumers in the United Kingdom (for which solely the provisions in these 9.9 – 9.16 shall apply) the following applies with regard to product warranties and our liability:

### For consumers outside the United Kingdom

- 9.1 Any warranty related issues arising in respect of a Product should be communicated to the respective retailer's customer support team. In these circumstances, we will provide a refund or replace the product as appropriate and solely upon instruction from the retailer.
- 9.2 SUBJECT TO ANY APPLICABLE CONSUMER GUARANTEES PURSUANT TO AUSTRALIAN CONSUMER LAW, ALL PRODUCT DESCRIPTIONS AND SPECIFICATIONS ARE PROVIDED TO US BY THE RETAILER. WE DO NOT WARRANT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF SUCH DESCRIPTION OR SPECIFICATION. WE PROVIDE NO WARRANTIES, GUARANTEES OR COVENANTS OF ANY KIND RELATING TO THE FITNESS, QUALITY, SAFETY, OR INABILITY TO USE, OR INABILITY TO HAVE REPAIRED OR SERVICED, ANY PRODUCT PURCHASED BY YOU. TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO FITNESS, QUALITY, OR SAFETY OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE RIGHTS OF CONSUMERS TO OBTAIN COMPENSATION UNDER APPLICABLE CONSUMER GUARANTEES PURSUANT TO AUSTRALIAN CONSUMER LAW, TO THE FULLEST EXTENT PERMITTED AT LAW, WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), OR UNDER ANY STATUTORY IMPLIED TERM) FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF DATA) ARISING OUT OF OR IN



CONNECTION WITH ANY PRODUCTS PURCHASED OR OBTAINED, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. OUR MAXIMUM LIABILITY TO YOU IS THE AMOUNT CHARGED TO YOUR CREDIT CARD OR OTHER FORM OF PAYMENT. DESPITE ANYTHING ELSE CONTAINED IN THESE TERMS. NEITHER PARTY EXCLUDES ANY LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT ONLY THAT IT ARISES AS A RESULT OF THE NEGLIGENCE OF THAT PARTY, ITS EMPLOYEES, AGENTS OR AUTHORISED REPRESENTATIVES.

- 9.3 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 9.4 We will not be liable to any user for any loss or damage arising under or in connection with:
  - 9.4.1 use of, or inability to use, our site; or
  - 9.4.2 use of or reliance on any content displayed on our site.
- 9.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any content on it, or on any website linked to it.
- 9.6 We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### **For Consumers in Germany**

- 9.7 Regardless of deviating provisions in this section 9, the German consumer's statutory warranty rights for defects of goods remain unrestricted and can thus be asserted by them within the scope of the legally mandatory scope to be granted by us.
- 9.8 Regardless of deviating provisions in this section 9, the following applies with respect to liability provisions and limitations (both in manner and amount) for consumers in Germany:
  - 9.8.1 We shall be liable without limitation to the extent that the cause of the damage is based on an intentional or grossly negligent breach of duty by eShopWorld or a legal representative or vicarious agent of eShopWorld.
  - 9.8.2 Furthermore, we are liable for the slightly negligent breach of material obligations. Material obligations are obligations whose breach jeopardizes the achievement of the purpose of the contract or whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance you regularly rely. In this case, however, eShopWorld shall only be liable for the foreseeable damage typical for this type of contract. eShopWorld shall not be liable for the slightly negligent breach of obligations other than those specified in the preceding sentences.



- 9.8.3 No limitation of liability shall apply in the event of injury to life, limb or health, for a defect following the assumption of a guarantee for the quality of the Product and for fraudulently concealed defects. Liability under the German Product Liability Act shall remain unaffected.
- 9.8.4 Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

#### **For consumers in United Kingdom**

- 9.9 We are under a legal duty to supply Products that are in conformity with these Terms and nothing in these Terms will affect your legal rights. The Products we supply to you must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Product your legal rights entitle you to the following:
- Up to 30 days: if your Products are faulty, then you can get an immediate refund.
  - Up to six months: if your Products are faulty and can't be repaired or replaced, then you're entitled to a full refund, in most cases.
  - Up to six years: if your Products do not last a reasonable length of time you may be entitled to some money back.
- 9.10 If you wish to exercise your legal rights to reject faulty Products you must return them to us. We will pay the costs of postage. Please email us at [info@eshopworld.com](mailto:info@eshopworld.com) or contact us by post to eShopWorld c/o U.S. Direct E-Commerce Limited, 3rd Floor, The Concourse Building, 100-115 Airside Business Park, Swords, County Dublin, K67 NY94 Ireland for a return label.
- 9.11 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 9.12 Please note that we only provide our site for domestic and private use. You agree not to use our site or make purchases of Products for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.13 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products; and for defective Products under the Consumer Protection Act 1987.
- 9.14 We do not guarantee that our site will be secure or free from bugs or viruses. However, if defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you



could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9.15 Although we make reasonable efforts to update the information on our site, to the extent permitted by law, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

9.16 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or information you may obtain from them. We have no control over the contents of those sites or resources.

## 10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in section 10.2.

10.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, health crisis or other natural disaster, or failure of public or private telecommunications networks, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

10.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

10.3.1 you will be contacted as soon as reasonably possible to notify you; and

10.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

10.3.3 you may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days from the date of order. To cancel please contact us. If you opt to cancel, you will have to return any relevant Products you have already received (where applicable in accordance with these terms and conditions), and we will refund the price you have paid, including any delivery charges (where applicable).

10.4 Further to the above Section 10.1-10.3, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract due to backorder situations or delays caused by the retailer, and Section 10.3 shall apply to such failure or delays caused due to backorder situations or delays caused by the retailer.



## **11. DANGEROUS GOODS (PERFUME AND FRAGRANCES)**

11.1 International authorities such as UNECE and the IATA Dangerous Goods Regulations classify Products containing fragrances and perfumes as dangerous goods (“**Dangerous Goods**”) and as such these Dangerous Goods are subject to strict shipment requirements. The returns process for Dangerous Goods differs from the returns process for non-Dangerous Goods.

### **For Consumers in the United Kingdom**

11.2 If you make your purchase in the United Kingdom and wish to return your fragrance(s) or other Dangerous Goods (if applicable), all shipping and handling charges are prepaid, and no subsequent payment will be payable by you for the returns service. The Dangerous Good you are returning must be in a fully resaleable condition i.e. unopened and unused and the packing must not be damaged.

11.3 To return your Dangerous Goods, you should log on to our Return Merchandise Portal, select the Dangerous Goods to return and generate your returns label. eShopWorld will notify you when the returned Dangerous Goods are received into the eShopWorld returns facility. The returned Dangerous Goods will be inspected at the eShopWorld returns facility for confirmation and we will refund any amounts due to you. Deductions may be made from refunds where, in our reasonable opinion, any such returned Dangerous Goods are returned in an unacceptable condition (any deductions will be reasonable and reflective of any loss we may otherwise suffer). If the returned Dangerous Goods are not fully resaleable or the packaging is damaged, we reserve the right to refuse a refund.

### **For Consumers in the European Union**

11.4 If you make your purchase in the European Union (excluding United Kingdom) eShopWorld will provide you with an online returns label through the Return Merchandise Portal, which will include the applicable eShopWorld return address. You shall pay all shipping and handling charges from your address to the eShopWorld return address. The Dangerous Good you are returning must be in a fully resaleable condition i.e. unopened and unused and the packing must not be damaged.

11.5 You are required to inform the carrier that the returns package contains fragrances and or perfumes, and this will also be notified to you on the Return Merchandise Portal. Once the Dangerous Goods are returned to the eShopWorld returns address, we will inspect the returned Dangerous Goods and we will refund any amounts due to you. Deductions may be made from refunds where any such returned Dangerous Goods are returned in an unacceptable condition. If the returned Dangerous Goods are not fully resaleable or the packaging is damaged, we reserve the right to refuse a refund.

### **For Consumers in Japan**

11.6 You should contact eShopWorld’s customer support services at [support@eshopworld.zendesk.com](mailto:support@eshopworld.zendesk.com).



### **Faulty Dangerous Goods**

- 11.7 Further to section 6.8, to return your damaged or faulty Dangerous Goods, you should contact eShopWorld's customer support services at [support@eshopworld.zendesk.com](mailto:support@eshopworld.zendesk.com).

## **12. PERSONALISED PRODUCTS**

- 12.1 The ability of eShopWorld to fulfil any personalised Order is subject to availability of:
- 12.1.1 the Product/stock; and
  - 12.1.2 the materials requested/required.
- 12.2 The manufacturing time and/or the shipping time of any such Products may be affected due to Product or material constraints.

## **13. Your liability for breach of these Terms**

- 13.1 You are responsible to fully compensate us for any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

### **For Consumers in Germany**

- 13.2 The foregoing indemnification provision in section 13.1 shall not apply if you are not responsible for the breach. In addition, the foregoing indemnification provision shall not apply if it is merely an allegation that you have breached a provision of these Terms, but a culpable breach on your part cannot be established.

## **14. BREACHES OF THESE TERMS OF USE**

- 14.1 Without prejudice to our other rights under these Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to our site, prohibiting you from accessing our site, blocking computers using your IP address from accessing our site, contacting your internet service provider to request that they block your access to our site if and to the extent allowed under applicable data protection law and/or bringing court proceedings against you.

## **15. ONLINE DISPUTE RESOLUTION**

- 15.1 The EU (Online Dispute Resolution for Consumer Disputes) Regulations 2015 requires all traders established in the European Union, who engage in online sales or services contracts, and all online marketplaces established within the European Union to provide:



- 15.1.1 an electronic link to the ODR Platform which is available at <http://ec.europa.eu/consumers/odr/>. (please note that consumers outside of the European Economic Area (including consumers in the United Kingdom) will not be permitted to use the ODR Platform).
- 15.1.2 If you wish to contact eShopWorld directly regarding your Online Dispute you can do so at [Compliance@eshopworld.com](mailto:Compliance@eshopworld.com).

### **For Consumers in Germany**

- 15.2 To comply with our information obligation according to Section 36 of the Act on Alternative Dispute Resolution in Consumer Matters (VSBG), we hereby declare that we are neither obligated nor willing to participate in dispute resolution proceedings at a consumer arbitration board.

### **16. OTHER IMPORTANT TERMS**

- 16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 16.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.3 We only use your personal information in accordance with our Privacy Statement. Please take the time to read our Privacy Statement carefully, as it includes important terms which apply to you. To the extent permitted under applicable data protection law, particularly for the purpose of performance of the Contract, the retailer may also use your personal information, in accordance with their own separate Privacy Policy which can be found on their website.
- 16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 Nothing expressed or mentioned in or implied from these Terms is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to these Terms. These Terms and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of us, our affiliates and you.
- 16.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 16.7 Please note that these Terms are governed by Irish law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by Irish law. You and we both agree that the courts of Ireland will have non-exclusive jurisdiction.





- 16.8 As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including section 16.7, affects your rights as a consumer to rely on such mandatory provisions of local law.

**For Consumers in the European Union**

- 16.9 If you are a consumer habitually resident in the European Union, you also enjoy the protection of the mandatory provisions of the law of your country of residence. In that case, you may choose to bring claims relating to these Terms arising from consumer protection standards in both Ireland and the member state of the European Union in which you have your habitual residence.