

## General Terms and Conditions

Online store in Germany [as of: 14 November 2023]

### § 1 Scope and contracting partner

- (1) These General Terms and Conditions (hereinafter "GTC") in the respective valid version at the time of your order apply to all contracts which you conclude with us via our online store in Germany and also by means of a personal order in a LLOYD store ("in-store order"). Your contracting partner is LLOYD Shoes Retail GmbH, Hans-Hermann-Meyer-Str. 1, 27232 Sulingen, Germany; entered in the German Commercial Register of Walsrode Regional Court (Amtsgericht Walsrode – HRB 100412, value added tax ID number DE 811181486).
- (2) The goods which are offered on our online store are exclusively intended for consumers of full legal age. A consumer as defined by law is any legal person who concludes a legal transaction for purposes which cannot primarily be attributed to his or her commercial or self-employed professional activities.
- (3) We use these GTC to regulate the specifics of our contractual relationship with you. We will moreover provide you with important consumer protection information in the latest respective applicable version of these GTC. You can view and download the GTC prior to placing your order and you can also save these on your end device or print them out. In all cases, we will once again send you the GTC that apply to your order by email together with our order and shipping confirmation.
- (4) Should you have any queries concerning your contract, you can contact us as follows: By post: LLOYD Shoes Retail GmbH, Customer Service, Hans-Hermann-Meyer-Str. 1, 27232 Sulingen. by phone: 00 800 1888 0000; via email: [kontakt@lloyd.com](mailto:kontakt@lloyd.com).

### § 2 Ordering and conclusion of the contract

- (1) The presentation and promotion of goods via our online store merely represent a non-binding invitation to make an offer to conclude a contract. Sending an order by clicking on the "BUY NOW" button means that you as a customer are submitting a binding offer to make a purchase.
- (2) You can view and alter your order data at any time prior to submitting your order. Please use the "Amend" button, the links to the individual order data fields or the "Back" function to do this. Goods can moreover only be entered in quantities which are usual for a household.
- (3) We will promptly confirm receipt of your order submitted via our online store by means of an automated email. Such an email does not yet represent acceptance of your order, unless our acceptance is expressly declared alongside such confirmation of receipt.
- (4) A contract does not come into effect until we confirm your order by separate email acceptance in the form of an order and shipping confirmation or delivery of the ordered goods. Only those goods that are expressly listed in the shipping confirmation will furthermore form part of the contract.
- (5) We will not issue a declaration of acceptance if it is impossible to deliver the goods you ordered, for example because they are unavailable. A contract will not come into existence in such an event. We will promptly inform you of this and, where possible, will reimburse you any consideration which has been paid without delay.
- (6) The contract shall be concluded in German. The contractual text consists of your order, our GTC, as well as the order and shipping confirmation and will be sent to you by email. You can also use your personal customer account to view your current orders.

### **§ 3 Delivery and delivery deadlines**

- (1) The delivery takes place to the delivery address stated by you and only within the Federal Republic of Germany.
- (2) Should you have opted for delivery to a LLOYD concept store at the time of placing your order ("Click & collect service"), you can select your preferred store in Germany via a drop down menu. You have the option of collecting the goods within the collection period of 7 days from delivery during regular opening hours on presentation of proof of identity. Should you not collect the goods within the collection period, then we will cancel your order and refund any payments we have already received for the uncollected goods within a period of 14 days. This does not apply to any payments made in relation to a particular shipping option that is not our standard shipping method. We will use the same means of payment that you used for the original transaction when making such refunds. No fees will be charged for doing this.
- (3) You can also have your order delivered directly to a DHL parcel station as an alternative delivery address. The receipt of deliveries with direct addressing to a parcel station is only possible if you are a registered DHL customer. Your name, your personal postal number and the number of the desired parcel station as well as its respective postcode and location are required when using the DHL parcel station delivery service.
- (4) Delivery in the case of standard shipping takes around 2 to 3 working days unless otherwise notified. We are entitled to make partial deliveries insofar as this is reasonable for you.
- (5) You will receive an email with dispatch confirmation and a link to the shipping service provider's tracking system once the goods have been handed over to our shipping service provider.
- (6) We reserve the right not to deliver in the event of non-availability of the ordered goods for which we are not responsible due to late or incorrect delivery by an upstream supplier. In such a case, we undertake to promptly inform you of the unavailability of the ordered goods and to refund any payments already received from you without delay.

### **§ 4 Prices and shipping costs**

- (1) All prices stated on our online store are gross prices including the respectively applicable statutory value added tax and are exclusive of any additional shipping costs, which will be shown separately. The price including value added tax and any incidental shipping costs will also be displayed in your shopping cart before you submit your order.
- (2) Should we fulfil your order by means of partial deliveries in line with § 3, paragraph 4, you are only required to pay the appropriate shipping costs relating to the first partial delivery.
- (3) Should you revoke your contract declaration in a valid manner as per § 6, you can claim reimbursement of any costs already paid for shipping to you (dispatch costs) subject to the statutory requirements – see other consequences of revocation in § 6, paragraph 1.

### **§ 5 Payment and reservation of ownership**

- (1) We principally offer the payment methods Klarna purchase on account, Klarna Sofort (Pay Now), PayPal, PayPal Express, credit card (Visa, Mastercard and American Express), Amazon Pay, Apple Pay and prepayment. We do however reserve the right not to offer certain payment methods regarding each order and to refer to other payment methods.
- (2) In the event of late payment, we are entitled to demand default interest in the amount of 5 percentage points above the base interest rate (§ 247 of the German Civil Code) per annum.

(3) The delivered goods remain our property until full payment of the purchase price.

## § 6 Right of revocation for consumers

(1) As a consumer, you are entitled to a right of revocation in accordance with the statutory provisions as described below.

### REVOCACTION NOTICE

#### Right of revocation

You have the right to revoke this contract within 30 days (and thus beyond the statutory period of 14 days) without giving any reason.

The deadline for revocation commences on the day on which you or a third party nominated by you who is not the carrier took possession of the goods.

To exercise your right of revocation you must inform us (contact details below) by means of a clear declaration of your decision to revoke this contract (such as a letter sent by post or email). You can use the attached revocation form template to do so, but this is not mandatory. You can even complete and send the revocation form template or a different clear declaration via our website ([Revocation form](#)). Should you make use of this option, we will promptly send you confirmation of receipt of such a declaration (for example by email).

We can also accept an exercise of your right of revocation if you return the goods concerned using the return slip included with your delivery, or which you can print out from your customer account. A separate declaration is then unnecessary.

It is sufficient in meeting the revocation deadline that you send us notification regarding your exercise of the right of revocation prior to expiry of the deadline.

#### Contact details for the revocation:

LLOYD Shoes Retail GmbH  
Customer Service  
Hans-Hermann-Meyer-Str. 1  
27232 Sulingen,

Email: [kontakt@lloyd.com](mailto:kontakt@lloyd.com)

#### Consequences of revocation

Should you revoke this contract, we must promptly and, at the latest within 14 days of the date on which we received the notification concerning your exercise of the right to revoke this contract, refund all payments we have received from you, including the shipping costs (with the exception of any additional costs caused by you having selected a different type of delivery to the cheapest standard delivery we offered). We will use the same method of payment for this refund that you used during the original transaction, unless expressly agreed otherwise with you. Under no circumstances will you be charged any fees in connection with this refund.

We can refuse the refund until we have received the goods back or until you have provided evidence that you have sent the goods back, depending on which occurs earlier.

You must return the goods to us immediately and in all cases within fourteen days of the day on which you inform us of the revocation of this contract (contact details see above). The deadline is met if you send the goods prior to expiry of the fourteen day deadline.

We will bear the costs of returning the goods if you use the return slip included with your delivery, or which you can print out via your customer account.

You only need to pay compensation for any loss of value in the goods if this is due to your use of them which goes beyond that which is necessary to check the quality, properties and functionality of the goods (comparable with inspection in a store).

(2) Our revocation form template provides you with the following information in line with the statutory provisions. You are not however obliged to use this template.

#### **Revocation form template**

(Should you wish to revoke the contract, please fill in this form and return it to us).

- To LLOYD Shoes Retail GmbH, Customer Service, Hans-Hermann-Meyer-Str. 1, 27232 Sulingen, Germany, email: [kontakt@lloyd.com](mailto:kontakt@lloyd.com)
- I / we hereby revoke the contract concluded by me / us in relation to the purchase of the following goods (\*) / the provision of the following service (\*)
- Ordered on (\*) / received on (\*)
- Name of the consumer
- Address of the consumer
- Signature of the consumer (only in case of paper notification)
- Date

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(\*) Please delete as applicable

#### **§ 7 Return in a Concept Store ("Click & return service")**

(1) You can also hand back an item that was purchased via the online store at a LLOYD Concept Store of your choice in Germany within 30 days ("Click & return service"). In this case you need to bring the return slip with you in addition to the items concerned. The store will give you a receipt for the returned goods. Refunds will be made via the payment method which was originally used.

(2) Should you have ordered your goods personally at a LLOYD store (in-store order), you can only obtain your return slip from our Customer Service Department. Your return shipment also is free-of-charge in this case.

(3) Please contact our Customer Service Department if you have any questions regarding the return of goods.

(4) Albeit the prerequisite for us granting the voluntary right of return is that the goods are returned to us without any damage. Acceptance of the goods may otherwise be refused.

#### **§ 8 Warranty**

Your warranty right in relation to defects in the purchased items is in accordance with the statutory provisions and you are entitled to this regardless of the statutory right of revocation as per § 6.

#### **§ 9 Liability**

(1) Our liability to you in the event of intent and gross negligence is in accordance with the statutory provisions.

(2) Unless otherwise stated in paragraph 4, we only incur liability in other cases in the event of breach of an essential contractual obligation whose fulfilment is crucial for proper contractual performance and on whose compliance you may regularly rely as a customer (so-called cardinal obligation) and such liability is limited to reimbursement of losses that are foreseeable and typical.

(3) The above exclusions and limitations of liability shall also apply in favour of our employees, vicarious agents and other third parties whose services we use to fulfil the contract.

(4) Our liability for damages resulting from injury to life, body or health as well as under the Product Liability Act remains unaffected by the above limitations of liability.

#### **§ 10 Copyright**

We have copyrights to all images and texts published via our online store. Use of these images and texts is not permitted without our express agreement.

#### **§ 11 Governing law and place of jurisdiction**

(1) These GTC and all legal relationships between us and our contractual partners shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Insofar as mandatory statutory consumer protection regulations in our customer's country of residence contain more advantageous provisions for the customer, these provisions shall apply irrespective of the choice of German law.

(2) The statutory regulations shall apply in relation to the place of jurisdiction.

#### **§ 12 Consumer arbitration**

The EU Commission has set up an online dispute resolution platform. This platform facilitates an out-of-court resolution of disputes concerning contractual obligations in relation to online sales contracts. Further information can be obtained via the following link: <https://ec.europa.eu/consumers/odr>. We are neither prepared nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.