

General Terms and Conditions

For customers who purchase goods from the online shop of Fissler GmbH

in the United Kingdom

Last revised: June 2018

1. Applicability and contract language

(1) These General Terms and Conditions (hereinafter: "GTC") apply to the business relationships between Fissler GmbH (hereinafter: "Fissler") and consumers (hereinafter: "Customers"). Pursuant to section 13 of the German civil code, a consumer is any natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

(2) The contract language is English.

2. Concluding a contract

(1) The placement of products in Fissler's online shop does not yet represent an offer to conclude a purchase contract. Instead, it represents an invitation to the customer to submit a bid to conclude a purchase contract. By ordering in the online shop, the customer submits his bid to conclude a purchase contract for the desired goods. He then receives an automatic confirmation that the order has been received (hereinafter: "confirmation of receipt"). This confirmation of receipt does not yet represent a declaration of acceptance by Fissler. Acceptance of the customer offer is declared through an order confirmation or by dispatching the goods. Should the customer not receive an order confirmation or notification of the dispatch of goods or receive the goods within five (5) calendar days, he is no longer bound to his offer. In this case, any services rendered will be refunded immediately.

(2) The contract text is not saved after conclusion of the contract.

(3) The order data and GTC are sent to the customer via e-mail after conclusion of the contract. After the order is complete, the order data – provided the order was not submitted as a registered user – are no longer accessible over the Internet for security reasons.

3. Ordering process

(1) In the online shop, a customer can place a desired product in the shopping cart by clicking the [Add to cart] button. This process is non-binding and does not yet represent a contract proposal. The customer can display the contents of the shopping cart at any time by clicking the [Shopping cart] button. When this button is clicked, a new page opens, in which the full contents of the shopping cart are displayed. Should the customer wish to remove one or more items from the shopping cart, he can do so by clicking the [Remove item(s)] button. The customer can also correct the number of an article ordered on this page. If the customer wishes to buy the products in the shopping cart, he must click the

[Go to checkout] button.

(2) At this point, the customer can decide whether he wants to log in with his login data (provided he has created a customer account previously) or continue the ordering process as a guest, in which case the information requested under "Shipping address" must be entered. Required entries are marked with "*". Registration is not required to make a purchase. The customer's data are encrypted before they are transmitted to us.

(3) Standard shipping is free of charge from a minimum order value from £70.00 and is handled by DPD as our logistics partner (shipping method). Below a minimum order value of £70.00 we will charge £4.95 shipping costs.

(4) Under "Method of payment", the customer can select the desired method of payment. After the customer selects a method of payment, he has another opportunity to change the order item(s) and their number(s) under "Order summary" by clicking the minus (-), plus (+) or remove (x) buttons.

(5) When the customer clicks the [Submit order], he submits a binding bid for the purchase of the goods contained in the shopping cart, thus ending the ordering process. Until the [Submit order] button is clicked, the ordering process can be cancelled at any time by closing the browser window. In this case, the customer does not submit a bid to conclude the contract.

(6) After conclusion of the ordering process, the customer receives an automatic order confirmation directly via e-mail. With this e-mail, Fissler confirms that the order has been received. This confirmation of receipt does not imply conclusion of a purchase contract yet. The contract is concluded when an order confirmation is sent or the goods are dispatched.

4. Delivery

(1) Delivery takes place within the delivery period specified for the respective goods.

(2) We can only ship to addresses within the United Kingdom (no DHL Packstations).

(3) Should the ordered goods be unavailable due to reasons beyond Fissler's control, as result of a delayed or incorrect delivery by our supplier despite a contract to supply the ordered goods with that supplier, Fissler deserves the right to not deliver the ordered goods. In this case, Fissler will notify the customer of the non-availability of the goods immediately and refund any payment made for these goods without delay.

(4) Should delivery prove impossible due to force majeure or extreme circumstances, Fissler shall be relieved of its obligations to deliver. Force majeure or extreme circumstances involve circumstances that make a delivery unreasonably difficult or

impossible, regardless of whether such circumstances occur on our side or on the customer's side.

5. Payment

(1) The prices shown on the product pages contain the statutory value-added tax and other price components and represent total prices.

(2) Standard shipping is free of charge from a minimum order value from £70.00 and is handled by DPD as our logistics partner (shipping method). Below a minimum order value of £70.00 we will charge £4.95 shipping costs.

(3) Payment is generally made per invoice, based on the terms of payment described on the invoice.

6. Liability for defects

(1) Should the goods delivered by Fissler be defective, Fissler shall be required to rectify the defects (which means performing the appropriate repairs) or to deliver a replacement, depending on the customer's request.

(2) Fissler reserves the right to refuse the type of rectification chosen by the customer if it will incur unreasonable costs for Fissler. In which event, Fissler will rectify the defect in another reasonable manner.

(3) Claims for defects may be made within the statutory two-year warranty period.

(4) In all other cases, the statutory provision shall apply.

(5) Should the attempted repair fail or the replacement delivery not reach the customer within a reasonable time frame, or if rectification proves unreasonable for Fissler, the customer shall be eligible to demand a reduction of the purchase price (discount) or to withdraw from the contract. To ensure that the customer enjoys the benefits of the repair and/or replacement delivery without delay, any defects must be communicated in writing (by e-mail or fax, for example) as quickly as possible.

(6) To avoid legal disputes, before Fissler undertakes any rectification measures, the customer is required to make the rejected goods available to Fissler for inspection. This is done by sending the goods to Fissler. To this end, the customer is required to contact Fissler under the phone number +49 6781 403 100 (This is a German telephone number. Call costs are to be borne by the caller, alternatively, please contact us by e-mail: [service\(at\)fissler.com](mailto:service(at)fissler.com)), to reach agreement on how to proceed. To the extent that the customer refuses to provide this cooperation, Fissler shall not be obliged to undertake any rectification measures unless and until the customer has fulfilled his duty to cooperate. Defects arising from external influences or improper use do not normally represent defects.

(7) Should Fissler exchange individual components of the delivered goods as part of the rectification process, Fissler acquires ownership of the exchanged components. In the case of a replacement delivery, Fissler shall acquire ownership of the exchanged devices and/or components as soon as the replacement device is received by the contract partner.

7. Warranty

(1) Fissler provides a durability warranty for certain products in the online shop. When such a warranty is offered for a product, information about the provided warranty period is included in the product description. When a warranty is provided for a product and a manufacturing defect or material defect becomes apparent during the warranty period, Fissler will repair or replace the product free of charge. The specified warranty period begins on the day on which the customer receives the product – which is when risk also transfers.

(2) Should the customer detect a defect, to enforce his warranty claim, he must send the Fissler product in full – that is, with all original product components – to Fissler Customer Service (address: Fissler GmbH, Customer Service Dept., Harald-Fissler-Str. 10, D-55768 Hoppstädten-Weiersbach). A copy of the purchase receipt must be enclosed with the shipment. Fissler will also need a shipping address for the return delivery of the repaired or replacement product. Should Fissler confirm the product defect claimed by the customer, Fissler shall either repair the product at its own cost or provide a replacement product at its discretion. Fissler shall assume all incurred shipping costs.

(3) Claims from this warranty will only be recognized if the identified defect is not the result of wear and tear which is due to improper use – particularly use contrary to the instructions for use –, if the product does not show any indications of improper repair or improper chemical or physical impact on the product surfaces, and if no accessories (or only accessories authorised by Fissler) have been installed in the product.

(4) The warranty provided to the customer by applicable law is not limited by this warranty.

8. Reservation of title

(1) All deliveries are made under reservation of title. The customer does not take possession of the goods until the purchase price has been paid in full.

(2) If the goods under reservation of title are seized by third parties or subjected to other third-party intervention, the buyer must inform these third parties of our property rights and notify Fissler immediately, so Fissler can enforce these property rights. Should the third party refuse to reimburse the legal or extrajudicial costs incurred in this context, the buyer shall be liable for doing so.

9. Right of cancellation

Cancellation Policy

Right of Cancellation

You have the right to cancel this contract within fourteen days without specifying a reason.

The cancellation deadline is 14 days from the date on which you or a third party appointed by you, other than the consignor, received the last goods.

To exercise your right of cancellation, you must notify us (Fissler GmbH, Customer Service, Harald-Fissler-Str. 10, D-55768 Hoppstädten-Weiersbach, Fax: + 49 6781-403-522, Tel: +49 6781 403 100 +49 6781 403 100 (This is a German telephone number. Call costs are to be borne by the caller, alternatively, please contact us by e-mail: [service\(at\)fissler.com](mailto:service(at)fissler.com)) of your decision to cancel the contract through a clear declaration (for example, with a letter sent by post, a fax or an e-mail). You may use the sample cancellation we provide, but are not required to do so.

To meet the cancellation deadline, it is sufficient for you to send us the notification that you are exercising your right of cancellation before the cancellation deadline expires.

Consequences of cancellation

Should you cancel this contract, we are required to refund all payments we have received from you, including delivery costs (with the exception of any additional costs incurred if you chose a different delivery method than the most inexpensive standard delivery method we offer) immediately, at the latest 14 days from the day we receive notification of your contract cancellation. To execute this refund, we will use the same means of payment you used for the original transaction, unless we have agreed on something different; in no case will we charge any fees for the refund. We may refuse to issue the refund until we have received the return shipment of the goods or until you provide proof that you have sent them back to us, depending on which takes place earlier.

You are required to return the goods immediately, by the latest within 14 days of the date you notified us of your contract cancellation. This deadline shall be considered met if you dispatch the goods within the 14-day deadline. Fissler bears the direct costs of returning the goods.

We will only require compensation for any diminished value of the goods if said diminished value is due to any use of the goods which is not required to verify their quality, properties and functionality.

End of cancellation policy

10. Final provisions

(1) The contract concluded with the customer is governed by the laws of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(2) Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter. Fissler may only bring proceedings against the Customers, acting as a consumer, where the Consumer is domiciled.

(3) This contract contains all the agreements reached between the contracting parties with regard to the contract subject. There are no verbal subsidiary agreements.

(4) Fissler reserves the right to change these General Terms and Conditions at any time, without specifying a reason. Such changes shall not apply to orders already placed.

11. Note regarding the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz)

(1) Fissler is not legally required to participate in the alternative dispute resolution process described in the Act on Alternative Dispute Resolution in Consumer Matters.

(2) We waive the right to voluntary participation as described in section 36 (1)(1) VSBG.

12. Data protection and privacy

(1) We collect and save the customer data required for order processing. We observe all legal regulations during the processing of customers' personal data.

(2) For details about the scope of the collection, storage and processing of your data, please refer to our [data protection declaration](#).

13. Supplier identification / Notice address

Fissler GmbH
Harald-Fissler-Straße 1
55743 Idar-Oberstein, Germany
Germany

Phone: +49 6781 403 - 0
Fax: +49 6781 403 - 321
e-mail: [zentrale\(at\)fissler.de](mailto:zentrale(at)fissler.de)

Managing Directors: MBA/M.Sc. Alexander Selch, Dipl.-Ing. Jürgen Thielemann
Supervisory Board: Dipl.-Kfm./RA Friederike Fissler-Pechtl (Chair)
Court of registration and register number: AG Bad Kreuznach, HRB 10230
VAT identification number pursuant to section 27 a Umsatzsteuergesetz: DE 811 127 716

Sample cancellation form

(If you wish to cancel the contract, please complete this form and return it to us.)

To
Fissler GmbH
Customer Service
Harald-Fissler-Str. 10
D-55768 Hoppstädten-Weiersbach
Fax: +49 6781-403-522
[service\(at\)fissler.com](mailto:service(at)fissler.com)

I/we (*) hereby revoke the contract that I/we (*) concluded for the purchase of the following goods (*)/ delivery of the following service (*)

Ordered on(*)/received on (*)

Name of customer

Address of customer

Signature of customer (only for printed forms)

Date _____

(*) Delete as applicable