General Terms and Conditions for the Sale of Goods through the BESTSECRET Online Shop or BESTSECRET Stores

(Version: June 19th 2026)

Preamble

Best Secret GmbH and Best Secret Retail Wien GmbH are part of the BESTSECRET Group.

The BESTSECRET Group comprises the following companies: Best Secret Group SE, Best Secret GmbH, Best Secret Logistik GmbH, Best Secret Retail Wien GmbH, Best Secret Poland sp. z o.o., Best Secret Hellas S.M. S.A, Best Secret S.r.l., Best Secret Bulgaria EOOD and Best Secret Retail Poland sp. z o.o..

Best Secret GmbH with statutory seat in Margaretha-Ley-Ring 27, 85609 Aschheim, Germany, is the formal contracting party of the customer.

For better readability, both Best Secret GmbH and Best Secret Retail Wien GmbH are referred to individually and collectively below as "**BESTSECRET**".

The BESTSECRET Group has set itself the goal of offering its customers a personalised shopping experience. Registered users ("**Members**") thus have the chance to shop in the Online Shop of Best Secret GmbH ("**Online Shop**") and also, under certain conditions, to visit the stationary sales outlets of BESTSECRET ("**Stores**"). The entire shopping experience is personalised for each Member.

For reasons of readability, this text uses the generic masculine. However, this of course refers to all genders equally.

A. General provisions

1. General

1. These General Terms and Conditions for the Sale of Goods through the BESTSECRET Online Shop and in BESTSECRET Stores ("**Conditions of Sale**") govern the relationship between BESTSECRET and the Members for the sale of BESTSECRET goods and partner goods (hereinafter referred to collectively as "**Goods**") by BESTSECRET through the website, the personalised app or the Stores ("**BESTSECRET Services**").
2. All Goods offered to you by BESTSECRET are BESTSECRET Goods (see also Part B Section 1 no. 3 of the Conditions of Sale), unless BESTSECRET indicates that they are partner Goods. "**Partner Goods**" are Goods which BESTSECRET offers you and which are labelled as Partner Goods. All suppliers of Partner Goods are exclusively entrepreneurs, i.e. a natural or legal person or a partnership with legal personality who or which, when concluding a legal transaction, acts in exercise of their trade, business or profession.
3. The acceptance of the Conditions of Sale when registering on the website or in the app is a mandatory requirement for the use of BESTSECRET Services. If you do not agree to the Conditions of Sale, you are prohibited from using the BESTSECRET Services.
4. In business relations with BESTSECRET, the then current Conditions of Sale shall apply in addition to the then current General Terms and Conditions for the Registering in

and Using the BESTSECRET Online Shop and Visiting the BESTSECRET Stores. The current version of both these general terms and conditions can be downloaded and printed at BESTSECRET - Terms and Conditions.

5. The sale of Goods by BESTSECRET through the website, the app or the Stores is aimed exclusively at consumers and is intended exclusively for private use. A consumer is a natural person who purchases Goods for purposes that cannot be mainly attributed to their commercial or independent professional activity.
6. BESTSECRET invites you to read the Conditions of Sale before using BESTSECRET Services. If there are any parts of the Conditions of Sale that you do not understand, please contact BESTSECRET at help.bestsecret.com to have them explained to you.

2. Data protection

The protection of your privacy is a high priority for BESTSECRET. You will find the current privacy policy at BESTSECRET - Privacy Policy where you can read exactly what data is collected from you and how it is processed.

3. Rights

1. The provisions in the Conditions of Sale apply between BESTSECRET and you. Third parties cannot derive any claims from this.
2. You hereby consent to BESTSECRET transferring BESTSECRET's rights and obligations under the Conditions of Sale to third parties in compliance with the statutory provisions, without this affecting your rights and obligations.
3. BESTSECRET reserves the right to engage suitable service providers, for example shipping contractors, to fulfil the obligations resulting from the contract with the Member and in particular to comply with data protection obligations.

4. Contact, feedback and complaints

1. If you wish to contact BESTSECRET, please write to: Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany or by e-mail to BESTSECRET Customer Service or contact our customer service via the contact form on the BESTSECRET help site or by telephone. You will find the telephone number/hotline valid for your country in the following table:

Country	Phone number	Languages
Germany	+49 (0) 89 24600 000	German
Austria	+43 (0) 720 204545	German
Belgium	+32 (0) 2 / 400 015 1	Dutch, French
Poland	+48(0) 684 111 136	Polish
France	+33 (0) 1 70710313	French
Netherlands	+31 (0) 20 891 2008	Dutch
Sweden	+46 (0) 8 40309482	Swedish
Switzerland	0800 040 050	German, French
Croatia	0800 988 990	Croatian
Italy	+39(0) 289 634 220	Italian
International	+44 (0) 203 697 4001	English

2. The use of the hotline is free of charge for you; however, you may incur charges that are applied by your telephone service provider, are based on their tariffs and are

payable to them. BESTSECRET looks forward to hearing from you and is always interested in improving its service and offers. By providing your feedback, you consent to your suggestions being used by BESTSECRET free of charge.

3. If BESTSECRET needs to contact you, this is done by e-mail, by writing to the address you have provided or by phone using the number you have provided.

5. Severability clause

Should one or more provisions of the Conditions of Sale be invalid, this does not affect the validity of the remaining provisions.

6. Applicable law; Jurisdiction

1. In case of legal disputes, the law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In transactions with end consumers within the European Union, the law of the end consumer's domicile or place of habitual residence is also applicable, insofar as mandatory consumer law provisions are concerned.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is at the Member's choice, either the Member's general place of jurisdiction or Munich (Munich Local Court or Munich Regional Court I).
3. The European Online Dispute Resolution (ODR) platform has been discontinued. BESTSECRET is not obliged or willing to engage in dispute resolution proceedings before a consumer arbitration board. If you have any questions or problems, please feel free to contact us directly.

B. Special provisions for the Online Shop

The provisions of this Part B govern the relationship between you and Best Secret GmbH when you use the Online Shop.

In the following Part B, "BESTSECRET" refers exclusively to Best Secret GmbH.

1. Contractual partner

1. The Online Shop provided on the website and in the app is operated by BESTSECRET. BESTSECRET is registered in Germany in the commercial register of Munich Local Court under the registration number HRB 56240. Its registered office is at Margaretha-Ley-Ring 27, 85609 Aschheim, Germany. The sales tax identification number is DE 129473557.
2. Part of the Online Shop is the BESTSECRET marketplace ("**Marketplace**"), where selected third parties (hereinafter referred to as "**Partners**") offer Partner Goods (see also Part A Section 1 no. 2 of the Conditions of Sale). If you purchase Partner Goods in the Online Shop, in addition to the Partner specified, BESTSECRET is also your contractual partner and party to the respective purchase contract. This means that with Partner Goods you can not only assert all your rights against the Partner, but also against BESTSECRET.
3. If you purchase Goods in the Online Shop outside the Marketplace (hereinafter referred to as "**BESTSECRET Goods**"), only BESTSECRET is the contractual partner.
4. Whether the Goods you have selected are Partner Goods or BESTSECRET Goods and whether the Partner is a joint seller together with BESTSECRET or BESTSECRET is the sole seller of the Goods is shown in the "Product information" tab for the respective Goods. The details of the respective Partner can be found in the checkout for the respective Partner Goods.
5. For better readability, the Partner and BESTSECRET are generally referred to together in this Part B as "**(the) Seller**". Irrespective of whether you purchase Partner Goods or BESTSECRET Goods, depending on the constellation, a clause in the following with "the Seller" means the Partner and/or BESTSECRET. For better readability, Partner Goods and BESTSECRET Goods are generally referred to together in this Part B as Goods.

2. Conclusion of contract

1. The presentation of the Goods on the website and in the app does not constitute a binding offer of sale by the Seller. This is merely an invitation for you to submit an offer to purchase Goods. You may only order Goods in normal household quantities.
2. When you submit your order by clicking the "BUY NOW" button, you are making a binding offer to conclude a purchase contract for the Goods in your shopping basket. It is only possible to click on the "BUY NOW" button and thereby submit a binding offer to conclude a purchase contract for the Goods in your shopping basket if you have declared your agreement to the Conditions of Sale. The order data (item, quantity, personal data, shipping and payment method) is displayed in the last step of the order process and can be corrected until you click on the "BUY NOW" button. The Seller recommends that you check all the data before placing your order and confirming payments.

3. After submitting an order you will receive a confirmation of receipt of the order by e-mail. In general, the purchase contract is only concluded when you receive the Seller's dispatch confirmation and only with regard to the Goods listed in the dispatch confirmation. With the exception of the payment methods purchase on account and SEPA direct debit, for all possible payment methods you are required to pay the purchase price in advance before you receive the dispatch confirmation. The confirmation of receipt which follows the order only documents that the order has been received and does not constitute acceptance of your purchase offer by the Seller. If the Goods are not available, BESTSECRET informs you immediately by e-mail and refunds any advance payment without delay to the original means of payment.

4. The Seller is not obliged to accept your purchase offers and may refuse acceptance at any time at its own discretion (e.g. if Goods are shown in the Online Shop which are not available or if it is known or suspected that you are in breach of the Conditions of Sale). In this case, you are informed by e-mail without delay that the offer has not been accepted; any payments already made are refunded in full.

5. The Seller does not take on the risk of having to procure Goods ordered by you (procurement risk). This also applies if you order Goods which are only described according to their type and characteristics (generic goods). The Seller is only obliged to deliver from its stock of Goods.

6. With the dispatch confirmation or at the latest on delivery of the Goods, the Seller sends you the contract text (consisting of the order, the Conditions of Sale and the declaration of acceptance) on a permanent data medium (as an e-mail or paper printout). In case of dispatch by e-mail, this can be displayed and printed out or saved by you. The Seller stores and processes the contract text in compliance with the applicable data protection laws.

3. Minimum order value

There is a minimum order value (gross) per purchase (excluding any shipping costs) for each country. The current minimum order value for your country can be found in the table below:

Destination country	**Minimum order value**
Bulgaria	20 EUR 39.12 BGN (fixed exchange rate: 1 EUR = 1.95583 BGN)
Croatia, Slovenia	10 EUR
Belgium, Luxembourg, Netherlands	20 EUR
Denmark	150 DKK
Germany, Austria	10 EUR
Estonia, Finland, France, Greece, Italy, Latvia, Lithuania, Portugal, Slovakia, Spain, Cyprus	20 EUR

Destination country	Minimum order value
Ireland	20 EUR
Poland	50 PLN
Romania	99 RON
Sweden	200 SEK
Switzerland	20 CHF
Czech Republic	500 CZK
Hungary	7,500 HUF

4. Prices and shipping costs

1. The prices shown in the Online Shop are in your respective national currency and include the applicable statutory value added tax.

   As a rule, additional flat-rate shipping costs apply for each order, depending on the country. Depending on the country, a distinction is made between home delivery and delivery (and return) to a pick-up and drop-off point (e.g. parcel shop, parcel point). The respective current shipping costs applicable to you can be found in the table below:

Destination country	Shipping costs
Belgium, France, Greece, Italy, Luxembourg, Netherlands, Cyprus	5.90 EUR
Bulgaria	- - Home delivery: 4.90 EUR 9.58 BGN - Pick-up and drop-off (PUDO): 4.90 EUR 9.58 BGN (fixed exchange rate: 1 EUR = 1.95583 BGN)
Denmark	- Home delivery: 89 DKK - Pick-up and drop-off (PUDO): 49 DKK
Finland	9.90 EUR
Germany, Austria	5 EUR
Ireland, Portugal, Spain	6.90 EUR
Estonia, Latvia, Lithuania	- Home delivery: 4.90 EUR - Pick-up and drop-off (PUDO): 3.90 EUR
Croatia, Slovenia	3.90 EUR
Poland	- - Home delivery: 12.90 PLN - Pick-up and drop-off (PUDO): 12.90 PLN

Destination country	Shipping costs
Romania	14.90 RON
Slovakia	4,90 EUR
Sweden	- Home delivery: 99 SEK - Pick-up and drop-off (PUDO): 59 SEK
Switzerland	4.90 CHF
Czech Republic	99 CZK
Hungary	2,500 HUF

2. The final price including VAT and any shipping costs is stated for each order.

5. Payment

1. In general, the purchase price can be paid in all countries by credit card, PayPal, ApplePay or by using vouchers. Depending on the country, additional payment methods may be possible. To find out which payment methods are available in your country, please have a look at the document Payment Methods. The Seller reserves the right to change the payment methods at its own discretion and at any time and in particular to refuse individual payment methods from you and to refer you to the other payment methods.
2. With the exception of the payment methods purchase on account and SEPA direct debit, your purchase price payment is due immediately on conclusion of the contract.
3. You only have rights of set-off and retention if your counterclaims have been legally established or are undisputed or if your claim arises from the same contractual relationship as our claim.

6. Delivery

1. Goods are only delivered in accordance with the Conditions of Sale within Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, the Netherlands, Austria, Poland, Portugal, Romania, Sweden, Switzerland, Slovakia, Slovenia, Spain, the Czech Republic, Hungary and Cyprus. Country-specific details may apply to your delivery, which you can read about in Part E of the Conditions of Sale.
2. If a Member orders Partner Goods, the respective Partner generally carries out the dispatch. In this case, this is displayed to the Member on the product detail page of the Goods as well as in the shopping basket and at checkout.
3. For delivery, you need to provide a delivery address where the Goods can be delivered during normal business hours of the respective delivery service partner. The delivery process is completed as soon as the Goods are delivered to the delivery address provided.
4. The Seller is entitled to make partial deliveries insofar as this is reasonable for the Member.

5. The Member is informed of the delivery time both on the respective product detail page of the Goods and in the shopping basket and at checkout.

6. If the Seller is unable to meet a binding delivery deadline for reasons beyond its control (e.g. force majeure), you are informed immediately, and a new delivery deadline is given. Force majeure includes, among other things, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport and all other hindrances which the Seller could not foresee and is not responsible for. If this delivery deadline is not acceptable for you, you are entitled to withdraw from the contract. The Seller refunds any payments made without delay. This does not affect the statutory rights of the contracting parties. The Seller's liability for delayed delivery is limited in accordance with Part D no. 1.3 lit. e), no. 4.3 lit. e), no. 5.3 lit. e), no. 6.2 lit. e) and no. 8.3 lit. e) of these GTC.

7. Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, have taken possession of the last Goods.

To exercise your right of cancellation, whether in respect of BESTSECRET Goods or Partner Goods, you need to send us, Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany, tel: +49 (0) 89 24600 000, e-mail: widerruf@bestsecret.com a clear statement (e.g. a letter sent by post or an e-mail) informing us of your decision to cancel this contract. You can use the attached sample cancellation form for this, however this is not mandatory. You can also exercise your right of withdrawal online at www.bestsecret.com via the link in the footer, or in the app under the "Withdraw from Contract" tab. If you use this online feature, we will immediately send you a confirmation of receipt on a durable medium (e.g., via email) containing information about the content of your withdrawal notice, as well as the date and time of its receipt.

To comply with the cancellation deadline, it is sufficient for you to send your statement that you are exercising your right of cancellation before the cancellation deadline has expired.

Consequences of cancellation

If you cancel this contract, we are obliged to refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive your statement of cancellation of this contract. For this refund, we use the same means of payment that you used for the original transaction, unless something else has been expressly agreed with you. Under no circumstances will you be charged any fees for this refund.

We may refuse to make a refund until we have received the Goods back or until you have provided proof that you have sent the Goods back, whichever is the earlier.

You are obliged to send back or hand over the Goods to us without delay and at the latest within fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send the Goods before the period of fourteen days has expired.

We bear the costs of returning the Goods.

You only need to pay for any loss in value of the Goods if this loss in value is due to handling of the Goods which was not necessary to check their quality, properties and functionality.

Sample cancellation form

(If you wish to cancel the contract, please fill in this form and send it back to us.)

To

Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany

E-mail: widerruf@bestsecret.com:

- I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*) / the provision of the following service (*)
- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notification on paper)
- Date

(*) Delete as appropriate.

8. Processing of returns and refunds

1. Before returning the Goods, they need to be packed securely and carefully.
2. Please always send returns back to the sender of the Goods. In case of Partner Goods, the sender is always the Partner and, in the case of BESTSECRET Goods, Best Secret GmbH. Please note that Goods from one order may come from different senders and therefore, in case of a return, also have to be sent back to different return addressees.
3. For returns of BESTSECRET Goods, please create a return in your account.
4. For Partner Goods sent directly to you by the Partner, the return label is already provided in the parcel together with the Partner Goods you ordered. The correct return address is always printed on the return label. If you do not receive details of the return address, please contact customer service via the contact form on the BESTSECRET help site . If necessary, please send the Partner Goods to:

   Best Secret GmbH
   Parsdorfer Straße 13
   85586 Poing
   Germany
5. Goods that are sealed with a so-called 'goods seal' must be returned with the goods seal intact and without any damage or manipulation. If the goods seal is missing or has

been damaged or manipulated, no return or refund will be issued. Goods that have been altered in any way are excluded from return.

6. For further information on returns, please see our instructions in the article How do I return an item? in our Help Center.

7. In the event of a return, the refund is made to the means of payment used for the original transaction.

9. Retention of title, warranty and liability

The provisions on retention of title, warranty and liability from Part D of the Conditions of Sale apply both to the purchase of BESTSECRET Goods and Partner Goods vis-à-vis the Seller.

10. Rankings

1. On the website / in the app, you are offered the following options for sorting the Goods:

    - Topseller (only text search)
    - Our selection (only text search)
    - Recommendation
    - New in
    - Most popular (only text search on the website)
    - Price: low to high
    - Price: high to low

2. By default, product categories and promotions are sorted by 'Topseller', unless you select a different option for the sorting order. During search queries with keywords (text search), the Goods are sorted by 'Our selection', unless you select a different option for the sorting order.

3. 'Topseller' sorting and 'Recommended' sorting use the following parameters as sorting rules: a)Sorting of sold-out Goods at the end of the list;

    b) Sorting of potentially non-fitting sizes, based on previous purchases, further down the list;

    c) Sorting of the Goods according to product value based on the following calculation: overall sales performance over the last seven (7) days, sales performance by used end device (web browser, Android app, iOS app) over the last 30 days, total number of products added to the shopping basked in the online shop over the last seven (7) days, broken down by county, and the ratio of the number of products added to the shopping cart in the online shop to the number of product list views in the online shop.

4. The 'New in' sorting uses the following parameters as sorting rules:

    a) Sorting of sold-out Goods at the end of the list;

    b) Sorting of potentially non-fitting sizes, based on previous purchases, further down the list;

c) Sorting according to the date of release of the Goods in the Online Shop (newly released Goods first);

d) Sorting of the brands according to the internal ranking of the individual brands;

e) Alphabetical/numerical sorting of designer/brand names; and

f) Alphabetical / numerical sorting by item number.

5. 'Most popular' sorting uses the following parameters as sorting rules:

a) Sorting of sold-out Goods at the end of the list;

b) Sorting of potentially non-fitting sizes, based on previous purchases, further down the list;

c) Sorting of Goods with an availability of ≥ 75% in first place;

d) Sorting (descending) according to the number of product views in the Online Shop in the last 2 days;

e) Sorting according to the date of release of the Goods in the Online Shop (newly released Goods first);

f) Sorting of the brands according to the internal ranking of the individual brands;

g) Alphabetical/numerical sorting of designer/brand names; and

h) Alphabetical / numerical sorting by item number.

6. In search queries with keywords (text search), under 'Our selection' sorting, the Goods receive a search value based on the extent to which they match the search query. The Goods are sorted as standard according to the search value. The search sort uses the following parameters as sorting rules:

a) Search value of the Goods;

b) Sorting of sold-out Goods at the end of the list;

c) Sorting of potentially non-fitting sizes, based on previous purchases, further down the list;

d) Sorting (descending) according to sales performance over the last seven days without taking returns into account;

e) Sorting of the brands according to the internal ranking of the individual brands; and

f) Alphabetical / numerical sorting by item number.

7. To improve the shopping experience and Member satisfaction, the sorting parameters can be changed for a certain period of time and, in particular, new sorting parameters can be tested, e.g. with the aid of what are known as A/B tests, in which a group of Members try out a new sorting method or new sorting parameters. You have no entitlement to be part or not part of such an A/B test. BESTSECRET may use your feedback, which you provide us with in the context of A/B tests, free of charge; Part A Section 4 no. 2 of the Conditions of Sale applies accordingly.

8. BESTSECRET is not remunerated for the rankings.

11. Product images on the website/app

1. The images of Goods on the website/app are for illustration purposes only and do not constitute a guarantee of quality. Although the Seller does its best to reproduce the colours accurately, it cannot guarantee that your screen will reproduce these colours accurately. The Goods delivered may therefore differ from the images used.
2. The packaging of the Goods may differ from that shown in the images on the website / app.

C. Special conditions for the Stores

1. Contractual partner

1. Your contractual partner for purchases in the Stores in Germany (BESTSECRET Premium & Outlet Store, Margaretha-Ley-Ring 23-27, 85609 Aschheim or BESTSECRET Premium & Outlet Store, Ingolstädter Str. 40, 80807 München or BESTSECRET Premium Store, Rita-Maiburg-Straße 6a, 60549 Frankfurt am Main) is Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany, registered in the Commercial Register of the Local Court of Munich under the registration number HRB 56240. The sales tax identification number is DE129473557.
2. Your contractual partner for purchases in Stores in Austria (BESTSECRET Premium Store, Marktstraße 6, 2331 Vösendorf) is Best Secret Retail Wien GmbH, Gonzagagasse 9/1/13, 1010 Vienna, Austria, registered in the company register of the Commercial Court of Vienna under company register number FN414944 m. The sales tax identification number is ATU68698206.
3. Hereinafter, "BESTSECRET" refers to your respective contractual partner within the meaning of Part C Section 1 no. 1 and no. 2 of the Conditions of Sale.

2. Access to the Store

1. You are authorised to access the Stores if you have achieved at least Level 1 in the Diamond Privilege loyalty programme or are a registered customer of the Stores (hereinafter "**Store Member**").
2. As a Store Member, you receive a digital customer card which has to be shown at the Store entrance.

3. Blocking of the customer card

1. The customer card remains the property of BESTSECRET and can be blocked at any time without giving reasons.
2. BESTSECRET is in particular authorised to block the customer card if you violate BESTSECRET's house rules, if you have payment difficulties, if you no longer meet the requirements for receipt of the customer card or in case of misuse of the customer card or the Goods.
3. A physical customer card is to be handed in immediately upon request.

4. Payment option by electronic direct debit

If you pay in the Store with an EC card by electronic direct debit, you agree to the invoice amount being debited from your current account. If the direct debit is not honoured or is returned, you hereby irrevocably authorise the account-holding bank to inform BESTSECRET of the name and address of the account holder. You are liable for any additional costs resulting from returned direct debits if the returned direct debit is your fault.

5. Parking

Parking on the BESTSECRET premises and entering all sales and exhibition rooms is at your own risk. This does not apply if BESTSECRET has violated a safety obligation either intentionally or through gross negligence.

6. Other

The place of performance for purchases in the Stores in Germany is the registered office of Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany, and for purchases in the Store in Austria the registered office of Best Secret Retail Wien GmbH, Gonzagagasse 9/1/13, 1010 Vienna, Austria.

D. Country-specific particularities

The provisions of this Part D regulate deviations and particularities for individual countries in which BESTSECRET operates a localised website, if you order through the corresponding domain in this country and your billing address is in this country.

1. Particularities for Germany

1.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full.

1.2 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 1.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If the Goods and their essential components have defects, the statutory provisions apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

e) Claims for defects become time-barred within one year of the start of the statutory limitation period. In deviation from this, the statutory limitation period of two years applies:

   i. in case of § 438 para. 1 no. 1 a) of the German Civil Code (BGB) (right in rem of a third party, on the basis of which surrender of the object of the purchase may be demanded);

   ii. in case of rights of recourse according to § 445b para. 2 of the German Civil Code (BGB) and in case of fraudulent intent;

   iii. to new goods for claims for subsequent fulfilment, rescission or reduction;

   iv. in case of claims for damages resulting from injury to life, body or health, liability under mandatory product liability law and grossly negligent or wilful violations of duty.

f) Insofar as it applies to other claims made by you against BESTSECRET, the regular limitation period within the meaning of the law is reduced to two years from the start of the statutory limitation period. This does not apply to claims for damages in the cases listed in Part D no. 1.2 lit. c), lit. e) i., ii., iv. of the Conditions of Sale.

1.3 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 1.3 lit. a) of the Conditions of Sale does not apply:

   i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

   ii. in case of liability under the Product Liability Act;

   iii. in cases of intent or gross negligence;

   iv. in case of culpable injury to life, body or health;

   v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

   vi. in case of the assumption of a quality guarantee or a procurement risk;

   vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) If, alongside the performance, the Member has a claim for damages due to delay, the damages to be compensated are limited to an amount of 0.5% of the agreed net price of the delivery affected by the delay for each full week of delay, but in total to an amount of 5% of this net price. These restrictions do not apply if the delay is due to intent or gross negligence.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

1.4 Dispatch of BESTSECRET Goods

In case of BESTSECRET Goods, BESTSECRET usually ships the BESTSECRET Goods within Germany through DHL or Hermes.

1.5 Processing of returns

If you have at least Level 1 in the Diamond Privilege loyalty programme or are a registered customer in the Stores, you also have the option to return BESTSECRET Goods to a Store. We do not check whether the BESTSECRET Goods you have returned are the original Goods sent to you or what condition the BESTSECRET Goods are in. A corresponding check is only

carried out in BESTSECRET's logistics department. It is not possible to refund the purchase price in the Store.

2. Particularities for Austria

2.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full.

2.2 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 2.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If the Goods and their essential components have defects, the statutory provisions apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

e) Claims for defects become time-barred within one year of the start of the statutory limitation period. In deviation from this, the statutory limitation period of two years applies:

   i. in case of § 438 para. 1 no. 1 a) of the German Civil Code (BGB) (right in rem of a third party, on the basis of which surrender of the object of the purchase may be demanded);

   ii. in case of rights of recourse according to § 445b para. 2 of the German Civil Code (BGB) and in case of fraudulent intent;

   iii. to new goods for claims for subsequent fulfilment, rescission or reduction;

   iv. in case of claims for damages resulting from injury to life, body or health, liability under mandatory product liability law and grossly negligent or wilful violations of duty.

f) Insofar as it applies to other claims made by you against BESTSECRET, the regular limitation period within the meaning of the law is reduced to two years from the start of the statutory limitation period. This does not apply to claims for damages in the cases listed in Part D no. 2.2 lit. c), lit. e) i., ii., iv. of the Conditions of Sale.

2.3 Liability

a) A limitation of liability does not apply:

   i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

   ii. in case of liability under the Product Liability Act;

   iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

b) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

c) The above provisions do not entail a change in the burden of proof to your disadvantage.

d) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

2.4 Processing of returns

If you have at least Level 1 in the Diamond Privilege loyalty programme or are a registered customer in the Stores, you also have the option to return BESTSECRET Goods to a Store. We do not check whether the BESTSECRET Goods you have returned are the original Goods sent to you or what condition the BESTSECRET Goods are in. A corresponding check is only carried out in BESTSECRET's logistics department. It is not possible to refund the purchase price in the Store.

3. Particularities for France

3.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full.

3.2 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 3.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If the Goods and their essential components have defects, the statutory provisions of two years apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

3.3 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 3.3 lit. a) of the Conditions of Sale does not apply:

   i. in case of liability under the Product Liability Act;

   ii. in cases of intent or gross negligence;

   iii. in case of culpable injury to life, body or health;

   iv. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

   v. in case of the assumption of a quality guarantee or a procurement risk;

   vi. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

3.4 Disputes and mediation

a) In accordance with Article L. 612-1 of the Consumer Code, any consumer has the right to consult a consumer mediator free of charge in order to reach the amicable settlement of a dispute between him and a trader. This applies to disputes of a contractual nature concerning the fulfilment of a purchase or service contract between a consumer and a trader.

b) If you have any difficulties, please contact our customer service department first (see Part A Section 4 no. 1). If it is not possible to resolve your problem, you can use the

services of a mediator to settle the dispute out of court within one year of receipt of your enquiry by the customer service department.

3.5 Reference price

a) If a reference price is shown next to the selling price, it may be any of the following:

   i. the price recommendation of the supplier of the Goods which is offered at retailers in France,

   ii. the average price determined in France in the supplier's distribution network or a panel of retail chains or representative specialised websites, or

   iii. the generally determined price of the Goods on the market under comparable conditions.

b) We indicate (usually in the product description or on the data sheet)

   i. if this reference price was recommended or determined in a country other than France (in this case, the country is specified),

   ii. if the Goods are no longer subject to a price recommendation from the supplier at the time of sale (i.e. the year this price refers to is indicated) or

   iii. if the reference price refers to Goods that are marketed under special circumstances or have different characteristics.

3.6 Dispatch of Goods

In case of BESTSECRET Goods, BESTSECRET usually ships the Goods within France through a suitable shipping contractor, such as La Poste.

4. Particularities for Sweden

4.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full.

4.2 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 4.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If the Goods and their essential components have defects, the statutory provisions apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

e) Claims for defects become time-barred within one year of the start of the statutory limitation period. In deviation from this, the statutory limitation period of two years applies:

i. in case of § 438 para. 1 no. 1 a) of the German Civil Code (BGB) (right in rem of a third party, on the basis of which surrender of the object of the purchase may be demanded);

ii. in case of rights of recourse according to § 445b para. 2 of the German Civil Code (BGB) and in case of fraudulent intent;

iii. to new goods for claims for subsequent fulfilment, rescission or reduction;

iv. in case of claims for damages resulting from injury to life, body or health, liability under mandatory product liability law and grossly negligent or wilful violations of duty.

f) In accordance with Chapter 4 Section 14 of the Consumer Sales Act (2022:260), the limitation period for a consumer shall be three (3) years from the date of receipt of the product. This does not apply to claims for damages in the cases listed in Part D no. 4.2 lit. c), lit. e) i., ii., iv. of the Conditions of Sale.

4.3 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 4.3 lit. a) of the Conditions of Sale does not apply:

i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

ii. in case of liability under the Product Liability Act (1992:18);

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act (1992:18);

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) If, alongside the performance, the Member has a claim for damages due to delay, the damages to be compensated are limited to an amount of 0.5% of the agreed net price of the delivery affected by the delay for each full week of delay, but in total to an amount of 5% of this net price. These restrictions do not apply if the delay is due to

intent or gross negligence. In accordance with Chapter 6 Section 1 of the Consumer Sales Act (2022:260), this limitation of liability shall not apply for any delay or failure to comply with our obligations under these Conditions of Sale if the delay or failure arises from any cause which is reasonable within our control.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

g) If the law does not allow some or all of the above limitations of liability, those limitations do not apply to you, and you may be entitled to additional rights.

4.4 Dispatch of Goods

In case of BESTSECRET Goods, BESTSECRET usually ships the Goods within Sweden through a suitable shipping contractor, such as PostNord.

4.5 Disputes

A consumer has the right to use the alternative dispute resolution process offered by the Swedish General Complaints Board (Sw. *Allmänna reklamationsnämnden*), Box 174, 101 23 Stockholm, Sweden, Startsida | Allmänna reklamationsnämnden.

5. Particularities for Italy

5.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full.

5.2 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 5.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If new goods and their essential components have defects, the statutory provisions apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

e) The statutory period for claims for defects in new goods is equal to 26 months and it is mandatory pursuant to article 133 of the Italian Legislative Decree no. 206/2005 (Consumer Code). A limitation period of one year shall apply to claims for defects in used goods and their essential components.

5.3 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 5.3 lit. a) of the Conditions of Sale does not apply:

   i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

   ii. in case of liability under the Product Liability Act;

   iii. in cases of intent or gross negligence;

   iv. in case of culpable injury to life, body or health;

   v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

   vi. in case of the assumption of a quality guarantee or a procurement risk;

   vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) If, alongside the performance, the Member has a claim for damages due to delay, the damages to be compensated are limited to an amount of 0.5% of the agreed net price of the delivery affected by the delay for each full week of delay, but in total to an amount of 5% of this net price. These restrictions do not apply if the delay is due to intent or gross negligence.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

5.4 Specific approvals

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, you hereby declare by signing here below that you specifically approve the following articles after having carefully read and considered what is set forth and agreed in the relevant clauses:

- Part D no. 5.2 (Warranty);
- Part D no. 5.3 (Liability);
- Part A no. 3 (Rights);
- Part A no. 6 (Applicable law; Jurisdiction).

6. Particularities for Poland

6.1 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 6.2 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET undertakes that it will exercise due diligence to ensure the continuous, uninterrupted operation of the website / app.

d) In the case of BESTSECRET Goods, you, as a consumer, have the rights described in this Section under applicable provisions on the sale of goods if the goods (goods) delivered by us turn out to be inconsistent with the contract.

e) Goods sold must comply with the contract at the time of delivery.

f) BESTSECRET is also liable for any non-conformity resulting from the installation if it was carried out by BESTSECRET or under the responsibility of BESTSECRET, or if incorrect installation carried out by the Consumer in accordance with the contract is due to omissions or errors in the assembly instructions provided by BESTSECRET.

g) The goods are consistent with the contract if, in particular, their:

   i. description, type, quantity, quality, completeness and functionality, and in relation to goods with digital elements - also compatibility, interoperability and availability of updates;

   ii. suitability for a specific purpose for which it is needed by the Consumer, about which the Consumer notified BESTSECRET at the latest at the time of concluding the contract and which BESTSECRET accepted.

h) In addition to the criteria of compliance with the contract listed in Section 6.1 lit. g), in order to be considered consistent with the contract, the goods must also meet specific criteria specified, in particular be present in such quantity and have such features, including durability and safety, that are typical for goods of this type and that the consumer can reasonably expect, taking into account the nature of the goods and the public assurance given by BESTSECRET, any a person earlier in the chain of transactions, or persons acting on their behalf, in particular in advertising or on a label.

i) However, BESTSECRET will not be bound by the above-mentioned public assurances if it demonstrates that:

   i. did not know them and had no reasonable opportunity to know them;

   ii. at the time of conclusion of the contract, the public assurances were adjusted in a manner comparable to the original assurances; or

iii. public assurances could not influence the purchase decision.

j) BESTSECRET is liable for the lack of conformity of the goods and their essential components with the contract existing at the time of their delivery and disclosed within two years from that moment, unless the shelf life of the goods, determined by BESTSECRET, its legal predecessors or persons acting on their behalf, is longer. Lack of conformity of the goods with the contract which became apparent within two years from the date of delivery of the goods is presumed to have existed at the time of delivery, unless it is proven otherwise or this presumption cannot be reconciled with the specificity of the goods or the nature of the lack of conformity of the goods. BESTSECRET cannot rely on the expiry of the period for determining the lack of conformity of the goods with the contract if he fraudulently concealed this lack.

k) In relation to goods with digital elements, BESTSECRET is liable for the lack of conformity of the digital content or digital service supplied continuously with the contract, which occurred or became apparent at the time when, according to the contract, they were to be delivered. This period cannot be shorter than two years from the date of delivery of the goods with digital elements. It is presumed that the lack of conformity of the digital content or digital service with the contract occurred at that time if it became apparent at that time.

l) Statutory liability for compliance with the contract involves BESTSECRET's obligation to provide, where appropriate, any updates necessary to keep the goods in conformity with the contract. BESTSECRET is not liable for non-conformity of the goods with the contract if the Consumer, who has been previously informed about the update and the consequences of failure to install the update, fails to install the updates provided by BESTSECRET within a reasonable time, unless the failure to install or incorrect installation of the update resulted from errors in the installation instructions provided by BESTSECRET

m) Statutory liability for compliance with the contract gives the Consumer the right to repair or replace the goods.

n) BESTSECRET may replace the goods when the consumer requests repair, or BESTSECRET may repair the goods if the consumer requests the replace if bringing the goods in compliance with the agreement in accordance with the request of the consumer is impossible or would require excessive costs for BESTSECRET. If repair and replace are both impossible, or would require excessive costs for BESTSECRET, it may refuse to bring the goods into conformity with the contract.

o) BESTSECRET shall repair or replace the goods within a reasonable time from the moment when BESTSECRET was informed by the consumer about the lack of conformity with the contract, and without undue inconvenience to the consumer, taking into account the specific nature of the goods and the purpose for which the consumer purchased them. The costs of repair or replacement, including, but not limited to, postage, freight, labor and materials, are borne by BESTSECRET.

p) In order to repair or replace the product, the Consumer should provide BESTSECRET with the product that is subject to repair or replacement. BESTSECRET collects the goods from the Consumer at his own expense.

q) If the goods were installed before the non-conformity of the goods with the contract was discovered, BESTSECRET dismantles the goods and reassembles them after

repair or replacement, or commissions these activities to be performed at his own expense.

r) The consumer is not obliged to pay for the normal use of goods that have subsequently been replaced.

s) The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract and obtain a full refund upon return of the goods if:

   i. BESTSECRET refuses to repair or replace the goods;

   ii. exceeding the deadline for repair or replacement of the goods, the repair or replacement of the goods causes significant inconvenience to the Consumer or the Consumer bears the costs of installing the repaired or replaced goods;

   iii. the lack of conformity of the goods with the contract continues even though BESTSECRET has tried to bring the goods into conformity;

   iv. the lack of conformity of the goods with the contract is so important that it justifies a price reduction or withdrawal from the contract - in such cases, the Consumer is not obliged to request repair or replacement of the goods in advance;

   v. it is clear from BESTSECRET's statement or circumstances that he will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the Consumer.

t) The consumer may not withdraw from the contract if the lack of conformity of the goods with the contract is immaterial. It is presumed that the lack of conformity of the goods with the contract is material.

u) In the event of withdrawal from the contract, the Consumer returns the goods immediately. BESTSECRET refunds the price to the consumer immediately, no later than within 14 days from the date of receipt of the goods or proof of its return.

v) BESTSECRET will reimburse the Consumer for the costs of exercising the right to a price reduction within 14 days from the date of receipt of the price reduction assurance.

w) If the non-conformity of the goods with the contract applies only to some of the goods delivered under the contract, the Consumer may withdraw from the contract only with respect to these goods, as well as with respect to other goods purchased by the Consumer together with the non-conforming goods, if it cannot reasonably be expected that The consumer agrees to keep only goods that comply with the contract.

x) If the delivered goods are inconsistent with the contract, you must notify us immediately. The contact details for the Customer Service department are set forth in Part A Section 7 of the Conditions of Sale. BESTSECRET will consider the complaint and respond to it no later than fourteen (14) days from the date of submission of the complaint.

6.2 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 6.2 lit. a) of the Conditions of Sale does not apply:

i. in case of claims for reimbursement of expenses according to 43d(5)(6) of the Polish Consumers Rights Act;

ii. in case of product liability under title VI[1] of the Polish Civil Code;

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the title VI[1] of the Polish Civil Code;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) If, alongside the performance, the Member has a claim for damages due to delay, the damages to be compensated are limited to an amount of 0.5% of the agreed net price of the delivery affected by the delay for each full week of delay, but in total to an amount of 5% of this net price. These restrictions do not apply if the delay is due to intent or gross negligence.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

7. Particularities for Belgium

7.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full.

7.2 Dispatch of BESTSECRET Goods

In case of BESTSECRET Goods, BESTSECRET usually ships the BESTSECRET Goods within Belgium through bpost.

7.3 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 7.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If the Goods and their essential components have defects, the statutory provisions apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

e) Claims for defects become time-barred within two years of the start of the statutory limitation period. In deviation from this, the statutory limitation period of two years applies:

   i. in case of § 438 para. 1 no. 1 a) (right in rem of a third party, on the basis of which surrender of the object of the purchase may be demanded);

   ii. in case of rights of recourse according to § 445b para. 2 of the German Civil Code (BGB) and in case of fraudulent intent;

   iii. to new goods for claims for subsequent fulfilment, rescission or reduction;

   iv. in case of claims for damages resulting from injury to life, body or health, liability under mandatory product liability law and grossly negligent or wilful violations of duty.

f) Insofar as it applies to other claims made by you against BESTSECRET, the regular limitation period within the meaning of the law is reduced to two years from the start of the statutory limitation period. This does not apply to claims for damages in the cases listed in Part D no. 7.2 lit. c), lit. e) i., ii., iv. of the Conditions of Sale.

7.4 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 7.3 lit. a) of the Conditions of Sale does not apply:

   i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

   ii. in case of liability under the Product Liability Act;

   iii. in cases of intent or gross negligence;

   iv. in case of culpable injury to life, body or health;

   v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless

BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

8. Particularities for the Netherlands

8.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full.

8.2 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 8.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If the Goods and their essential components have defects, the statutory provisions apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

e) Claims for defects become time-barred within two years from the date you notified BESTSECRET of the defect.

f) Insofar as it applies to other claims made by you against BESTSECRET, the regular limitation period within the meaning of the law is reduced to two years from the start of the statutory limitation period. This does not apply to claims for damages in the cases listed in Part D no. 8.2 lit. c) of the Conditions of Sale.

8.3 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 8.3 lit. a) of the Conditions of Sale does not apply:

   i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

   ii. in case of liability under the German Produkthaftungsgesetz (product liability act);

   iii. in cases of intent or gross negligence;

   iv. in case of culpable injury to life, body or health;

   v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the German Produkthaftungsgesetz (product liability act);

   vi. in case of the assumption of a quality guarantee or a procurement risk;

   vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) If, alongside the performance, the Member has a claim for damages due to delay, the damages to be compensated are limited to an amount of 0.5% of the agreed net price of the delivery affected by the delay for each full week of delay, but in total to an amount of 5% of this net price. These restrictions do not apply if the delay is due to intent or gross negligence.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

9. Particularities for Switzerland

9.1 Retention of title

The Goods remain the property of BESTSECRET until the purchase price has been paid in full. BESTSECRET is authorised to have the retention of title entered in the retention of title register at your place of residence. You hereby give your consent within the meaning of Art. 4 of the Ordinance on the Registration of Retentions of Title that BESTSECRET may register the retention of title on its own.

9.2 Warranty

a) The statutory warranty rights apply. BESTSECRET's liability for damages and claims for reimbursement of expenses are limited in accordance with Part D no. 9.3 of the Conditions of Sale.

b) Insofar as BESTSECRET grants special warranties in these Conditions of Sale, the statutory warranty rights remain unaffected by this.

c) BESTSECRET does not guarantee any specific availability of the website / app.

d) If the Goods and their essential components have defects, the statutory provisions apply. If BESTSECRET informed you about a defect of the Goods before or on conclusion of the contract and granted a price reduction due to the defect, your rights based on this defect are excluded.

e) Warranty claims for new Goods expire within two years from the start of the statutory limitation period.

f) Warranty claims for used Goods expire within two years from the start of the statutory limitation period.

g) Insofar as it applies to other claims made by you against BESTSECRET, the limitation period within the meaning of the law is reduced to two years from the start of the statutory limitation period, insofar as this is legally permissible.

9.3 Liability

a) Your claims for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

b) The above limitation of liability in accordance with Part D no. 9.3 lit. a) of the Conditions of Sale does not apply:

   i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

   ii. in case of liability under the Product Liability Act;

   iii. in cases of intent or gross negligence;

   iv. in case of culpable injury to life, body or health;

   v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless

BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to your disadvantage.

e) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

10. Particularities for all other European Jurisdictions

For all other jurisdictions in the European Union for which no particularities have been made in these Conditions of Sale, the particularities for Germany shall apply (see Part D Section 1 of the Conditions of Sale).