

Terms and Conditions

Last revised: October 2022

1. General Provisions

1.1 **Scope**

- (a) The OUTLETCITY CLUB and the Online Shop (including the Rewards Shop) are operated by

OUTLETCITY AG
Hugo-Boss-Platz 4
72555 Metzingen

Phone: +49 (0)7123 92340
E-mail: service@outletcity.com

(hereinafter "**OUTLETCITY**").

- (b) These General Terms and Conditions (hereinafter "**GTCs**") apply to all contractual and quasi-contractual relationships between consumers (hereinafter "**Members**") and OUTLETCITY related to the OUTLETCITY CLUB (hereinafter the "**OUTLETCITY CLUB**," see Section 2) and the related online shop (hereinafter the "**Online Shop**," see Section 3).
- (c) OUTLETCITY reserves the right to modify these GTCs, in particular to adapt them for future legal or technological changes. The GTCs shall apply in the version published at the time of registration.
- (d) If the GTCs are modified by OUTLETCITY in accordance with subsection (c), any changes that are legally beneficial or neutral for Members shall take effect immediately. Notice of any other changes shall be provided to Members in written form (email is sufficient) at the latest two months after the effective date. Members will be deemed to have consented to changes, unless they object to such changes by providing OUTLETCITY with written notice of objection (email is sufficient) within one

month. Timeliness of any objection shall be determined with reference to the date the notice of objection is sent. When the one-month period begins to run, OUTLETCITY shall advise the Member one more time of the legal consequences of his/her action or inaction. If a Member objects to a change, OUTLETCITY may terminate the membership agreement in accordance with Section 2.10.

- (e) If changes made in accordance with subsection (d) relate to services of OUTLETCITY, OUTLETCITY may only make such changes if they are not unduly burdensome for the Member considering the interests of OUTLETCITY. Changes are not unduly burdensome for a Member in particular if they neither change the value nor the validity of premium points or membership benefits.

1.2 **Terms of use**

- (a) The OUTLETCITY CLUB website, the OUTLETCITY CLUB Code, as well as any other communication tools of the OUTLETCITY CLUB may be used only as intended by OUTLETCITY. In particular, Members are prohibited from
 - (i) using any content of the websites for commercial or professional purposes without OUTLETCITY's consent;
 - (ii) circumventing or rendering inoperational any functions (e.g., search screens) of communication tools of the OUTLETCITY CLUB, including, without limitation of the websites, or otherwise interfering with the websites, in particular by taking any actions that may place an excessive load on the infrastructure of the website of OUTLETCITY;
 - (iii) blocking, overwriting, or modifying any content generated by OUTLETCITY;
 - (iv) manipulating the reward points account balance in any manner; and
 - (v) using the free parking option made available for certain reward points account balances in accordance with Section 2.8 to park a motor vehicle on a long-term basis or using this option without shopping at any merchants that are affiliated Partners of OUTLETCITY.

- (b) For any intentional or grossly negligent violations of the prohibitions set forth in subsection (a) OUTLETCITY reserves the right to exclude a Member from using the offered services and to recover compensatory damages for any losses.

1.3 **Liability**

- (a) OUTLETCITY shall always make best efforts to ensure that information provided is complete, accurate, and up-to-date. OUTLETCITY shall not be liable if any information proves inaccurate, incomplete, or not up-to-date, except as provided in this Section.
- (b) In the event of any intentional or grossly negligent actions or omissions – whatever the legal grounds –OUTLETCITY shall be liable for compensatory damages.
- (c) In the event of slight negligence, OUTLETCITY shall only be liable for a breach of a material contractual obligation, and liability shall be limited to reasonably foreseeable damages. A material contractual obligation is any obligation the performance of which is necessary to achieve the contractual purpose and on the performance of which a Member may reasonably rely.
- (d) The limitation of liability set forth in subsection (c) shall not apply to any damages involving harm to life, limb, or health. The limitation of liability further shall not apply to fraudulent concealment, any guarantee that may be made by OUTLETCITY in exceptional cases, or to the German Product Liability Act (*Produkthaftungsgesetz*).
- (e) If and to the extent that liability of OUTLETCITY is excluded or limited, this shall also apply to any personal liability of its employees, representatives, and agents.

1.4 **Contract language, governing law, and alternative dispute resolution**

- (a) The contract language shall be German.
- (b) All contracts between the parties shall be governed by German law, except for the UN Convention on Contracts for the International Sale of Goods (CISG) and German conflict of laws provisions. If a Member is a consumer with his/her habitual abode in the EU, the Member further shall enjoy the protection of mandatory provisions of law

that are applicable in the jurisdiction in which the Member maintains his/her habitual abode.

- (c) OUTLETCITY will not store the contract text, but will store order data in summarized form and email order data and send these GTCs to the Customer.
- (d) The contractual relationship between the parties shall be governed exclusively by the these GTCs. Outletcity shall not be bound by any different or conflicting terms and conditions of the Customer, unless OUTLETCITY has expressly consented to their applicability in writing.
- (e) OUTLETCITY currently does not participate, and has no obligation to participate, in any alternative dispute resolution proceedings offered on the alternative dispute resolution website <http://ec.europa.eu/consumers/odr>.

2. Specific Provisions regarding the OUTLETCITY CLUB

2.1 The additional provisions of this Section shall govern contracts between Members and OUTLETCITY related to the OUTLETCITY CLUB.

2.2 OUTLETCITY CLUB Members have the opportunity to collect reward points and status-relevant purchase values when purchasing products or services from OUTLETCITY, in the Online Shop of OUTLETCITY at www.outletcity.com, and/or affiliated Partners of OUTLETCITY (hereinafter collectively referred to as "Partners"). Reward points may be redeemed online where the customer can choose from selected reward offerings or on site at selected points, depending on the particular reward. By accumulating status-relevant purchase values Members will qualify for the status level, including the benefits, described in Section 2.8. A list of current Partners is available [here](#). Information collected in connection therewith will be used for operating the OUTLETCITY CLUB and for commercial purposes.

2.3 Registration for the OUTLETCITY CLUB

- (a) Membership in the OUTLETCITY CLUB is available to any person who has reached the age of majority, has full legal capacity, and is a consumer (as defined in § 13 of

the German Civil Code (*BGB*) who is purchasing products for his/her own use and for his/her own account, irrespective of the place of residence.

- (b) Membership in the OUTLETCITY CLUB is free of charge.
- (c) Registration for the OUTLETCITY CLUB involves several steps. For customers registering for the first time (hereinafter "**New Customers**") registration for the OUTLETCITY CLUB requires that the New Customer fully and accurately enters the personal data requested in the form during the online registration process at www.outletcity.com and then clicks on the confirmation link that will be emailed to the New Customer by OUTLETCITY. New Customers may also register in this manner by using the OUTLETCITY App. If a New Customer registers using his/her Facebook login data, OUTLETCITY will open a personal reward points account in accordance with subsection (d) immediately after the registration process has been completed.
- (d) After the registration process for the OUTLETCITY CLUB has been completed, OUTLETCITY will open a personal reward points account for the Member and notify the Member thereof by email. This email constitutes the conclusion of a legally binding contract between the Member and OUTLETCITY.
- (e) Each Member will receive an OUTLETCITY customer card in digital and/or physical form from OUTLETCITY (hereinafter the "OUTLETCITY CLUB Code"), which will identify the Member to Partners as a Member of the OUTLETCITY CLUB.
- (f) After opening a reward points account, OUTLETCITY will not store the terms of the contract in any form accessible to the Member.
- (g) In the event that any personal data provided in the process of registering for the OUTLETCITY CLUB should change, Members shall notify OUTLETCITY of such changes without undue delay.
- (h) Members may review and modify their personal data at any time while registering for the OUTLETCITY CLUB. In addition, Members may make changes to their data at any time in their customer profiles or contact the customer service of OUTLETCITY to make such changes.

- (i) If a user already has a customer account with OUTLETCITY in the Online Shop, the user must register for membership in the OUTLETCITY CLUB by accepting the new OUTLETCITY CLUB GTCs, either prior to placing an order in the Online Shop or at other appropriate occasions.
- (j) Each Member may have not more than one (1) reward points account.

2.4 **Withdrawal right**

Each Member has a withdrawal right as described in Section 4.

2.5 **Collection of reward points and status-relevant purchase values**

- (a) To collect reward points and status-relevant purchase values, Members must allow their OUTLETCITY CLUB Codes to be tracked when making payments in the Online Shop or at Partners. Members may do so by presenting their OUTLETCITY CLUB Codes to a Partner when purchasing products (in-store purchases only) or by using their OUTLETCITY CLUB account when logging in (online purchases). OUTLETCITY CLUB Codes are tracked either in OUTLETCITY at OUTLETCITY CLUB terminals of participating Partners, via App per receipt scan, i.e., by photographing and submitting receipts for purchases made in the last 14 days, or by submission and tracking at the International Service Point in the OUTLETCITY, but also only for receipts for purchases made in the last 14 days. Members do not have a legal claim to such retroactive crediting.
- (b) The number of reward points and status-relevant purchase values to be credited will be transmitted by each Partner to OUTLETCITY and credited to the reward points account of the Member at the latest 30 days after the purchase.
- (c) The amount of collected reward points generally depends on generated gross revenue (hereinafter "**Revenue**"). For each euro/Swiss franc of generated Revenue a Member receives one reward point, with cent or centime amounts being commercially rounded up or down to a full euro/Swiss franc. Members also may receive reward points for participating in promotional offers without generating Revenue. In addition to reward points, each euro/Swiss franc of generated Revenue, with cent or centime amounts being commercially rounded up or down to a full euro/Swiss franc, is credited toward

status-relevant purchase values (in euros or Swiss francs). Reward points and status-relevant purchase values have no specific monetary value.

- (d) OUTLETCITY or Partners may award additional reward points for promotional offers involving certain products or at special occasions. Multiple promotional offers cannot be combined – unless otherwise provided by the terms of the promotional offer.
- (e) OUTLETCITY or Partners may exclude products from the award of reward points or of status level points at their discretion. Members will be notified of each such exclusion.
- (f) Reward points and status-relevant purchase values will be rescinded retroactively if the transactions based on which such points were awarded are reversed (e.g., rescission, withdrawal), if an order was placed by mistake, or if points were awarded as a result of any misuse by the Member or third parties. If a Member has already redeemed canceled reward points, reward points for future purchases of products or services will not be credited until the number of redeemed reward points has been reached.
- (g) Prior to registration for the OUTLETCITY CLUB it is possible to collect reward points at selected Partners of OUTLETCITY whose stores feature appropriate scanning devices for the OUTLETCITY CLUB Code, by using anonymous customer cards or an app which the Customer has not yet used to register or log in as a member. Such reward points will be immediately added to the reward points account, but may not be redeemed until the registration process has been successfully completed.

2.6 Redemption of reward points

- (a) Members may redeem their reward points in exchange for certain products or services in the rewards shop of OUTLETCITY (hereinafter the "**Rewards Shop**") and, if offered in connection with promotional offers, at Partners.
- (b) To redeem reward points, Members must identify themselves to Partners by presenting their OUTLETCITY CLUB Codes. If reward points are redeemed directly in the Rewards Shop, Members will be identified through their user accounts.

- (c) To redeem reward points directly in the Rewards Shop, Members may select from the rewards list a reward for which they will pay by using their reward points. The required number of reward points is specified in the rewards list.

After a click on the reward, the product details of the reward will be displayed. If a Member wishes to receive a reward by mail, the Member must click on the button "Ship Reward." The Member will then be prompted to provide a shipping address.

After another click ("Review Order") the Member will see a detailed overview of the order. By clicking on the button "Order Now" the Member makes a legally binding offer to enter into a contract for the redemption of his/her reward points in exchange for the selected reward. Immediately after the order is placed, the Member will receive confirmation that the order has been received. A contract will be concluded if and when a separate declaration of acceptance is received, shipment is confirmed by email, or the products are delivered, whichever occurs first. In each case acceptance must be declared within 14 days from the date of the Member's contract offer. Otherwise the Member will no longer be bound by his/her contract offer.

- (d) OUTLETCITY shall have no obligation to accept any offers of a Member to enter into a contract and may reject any offer at any time for any or no reasons. In such case OUTLETCITY shall notify the Member that the offer has been rejected.
- (e) The delivery of rewards is free for Members.
- (f) In order to redeem reward points for alcoholic beverages, Members must be at least 18 years old at the time of redemption. The age of the Member redeeming reward points will be verified at the time the products are delivered.
- (g) Each Member has a withdrawal right under Section 4 when redeeming reward points directly in the Rewards Shop.

2.7 **Reward points account**

- (a) Reward points accounts, reward points shown in the account, and status-relevant purchase values are non-transferable except with the prior consent of OUTLETCITY.

- (b) Members may view their reward points account balances at any time by accessing their customer accounts online.
- (c) Reward points are valid until the 30th of September following the expiration of 36 months from the date the respective points are credited. After this time period has expired, points will lapse and be deleted from the Member's reward points account.

2.8 **Status level**

- (a) The OUTLETCITY CLUB has two status levels: silver status and gold status. The status level of each Member depends on the Revenue generated by the Member within the last 12 months; for purposes of determining the status level the date Revenue is credited corresponds to the date the respective reward points are credited, which may be delayed for a time period of up to 30 days (see also Section 2.5 (b)):
 - (i) Silver status is awarded to each Member who has generated Revenue of up to € 2,499.00.
 - (ii) Gold status is awarded to each Member who has generated Revenue of € 2,500.00 or more.
- (b) The differences between the two status levels are as follows:
 - (i) Members who have reached the silver status level will receive at least the following benefits:
 - exclusive notifications of promotional offers (such as pre-sales events or shopping events);
 - birthday surprises;
 - the option of parking at OUTLETCITY at reduced prices or for free.
 - (ii) Members who have reached the gold status level will receive at least the following additional benefits:

- exclusive rebates;
 - early access to benefits of promotional offers in connection with selected sales promotions of OUTLETCITY.
- (iii) OUTLETCITY may award additional benefits at its sole discretion.
- (c) Once a status level described in subsection (a) has been reached, it will be valid for a time period of 12 months, unless a higher status level is reached in accordance with subsection (d).
- (d) Members who have reached a higher status level will remain at that higher status level for a time period of 12 months from the date they reach that status. Only at the end of this time period OUTLETCITY will review and reassess the Member's status level based on the status-relevant purchase values collected in the preceding 12 months.

2.9 Duration of the OUTLETCITY CLUB

- (a) OUTLETCITY plans to operate the OUTLETCITY CLUB permanently. However, Members do not have a legal claim against OUTLETCITY to operate the OUTLETCITY CLUB permanently. OUTLETCITY hereby expressly reserves the right to discontinue operating the OUTLETCITY CLUB.
- (b) Reward points may be redeemed up to six (6) months from the termination date communicated by OUTLETCITY to Members.

2.10 Termination of OUTLETCITY CLUB membership

- (a) Members may terminate their OUTLETCITY CLUB membership agreements at any time with immediate effect for any or no reasons by providing OUTLETCITY with notice of termination. If a Member terminates his/her membership all reward points and status-relevant purchase values will lapse with immediate effect. Any transfer is excluded.

- (b) OUTLETCITY may terminate a Member's membership in the OUTLETCITY CLUB at any time and for any or no reasons by providing the Member with four (4) weeks' notice to take effect at the end of the month. Reward points may be redeemed for up to six (6) months after the termination date.
- (c) The right of either party to terminate the membership agreement for good cause shall remain unaffected thereby.
- (d) If OUTLETCITY terminates a membership agreement for good cause, all reward points and status-relevant purchase values will become null and void at the time notice of termination is received.
- (e) Notice of termination generally shall be valid only if in written form (email is sufficient).

3. Specific Provisions for the Online Shop

3.1 Scope

- (a) The Online Shop is operated by OUTLETCITY.
- (b) This section of the GTCs applies to all contractual relationships and quasi-contractual relationships between consumers (in this Section referred to as "**Customers**") and OUTLETCITY related to the Online Shop. The Online Shop and Rewards Shop are made available on the website of OUTLETCITY at www.outletcity.com (hereinafter the "**Portal**").

3.2 General description of the Portal

- (a) Access to products, prices and ordering requires registration in the Online Shop. Orders on the Portal are only possible for registered users of the Online Shop. Customers do not have a legal claim to place orders by any other methods.
- (b) Offered products generally are limited in terms of quantities and product versions (e.g., clothing sizes). The permanent availability of particular products is not guaranteed. OUTLETCITY may make orders placed in response to promotional offers subject to certain conditions. Product descriptions on the Portal are not legally binding offers.

- (c) All products are sold only in standard household quantities. This applies both to the number of products ordered by any single order as well as to the placement of multiple orders for the same product where each individual order is for a standard household quantity.

3.3 Use of the Portal

The Portal is subject to change. Features of the Portal may change and services may be limited if this is necessary in light of capacity limits, the security or integrity of servers, or the performance of technical measures and if such changes serve the proper or improved provision of services (e.g., maintenance work). In particular for technical reasons the Portal may be unavailable temporarily or may be available only to a limited extent (unforeseen system crashes).

3.4 Product features

The key features of products are shown in the product descriptions. The product descriptions are shown one more time immediately before the order is placed and are sent to the purchaser after the order has been placed.

3.5 Prices/shipping costs

- (a) Product prices shown in the Online Shop of OUTLETCITY include value-added tax at the legal rate in effect when the order is placed.
- (b) OUTLETCITY may charge shipping costs or a packaging fee for delivery. If such costs or fees incur, they will be indicated before the product is placed in the shopping card.

3.6 Ordering process

- (a) The Customer must log in to the Portal with his/her OUTLETCITY CLUB access data to place an order. The Customer navigates to a product, selects the desired size and quantity and clicks on the button "Add to shopping cart".

- (b) In the shopping cart, it is possible to make changes or add further products. If the Customer wants to order, he/she can choose between "Checkout" or "Direct to PayPal" in the shopping cart. The option "Checkout" offers the Customer various payment methods, which are described in point (c). By clicking on "Direct to PayPal", the Customer can pay using the PayPal order process described in section 3.7 (e).
- (c) If the Customer has clicked "Proceed to Checkout", the Customer next enters his/her billing and shipping address and the payment method (direct debit, credit card, prepayment, PayPal, invoice) is matched (see subsection 3.7).
After selecting and confirming the payment method, he/she can check his/her order again. By clicking the "Buy now" button, the Customer makes a legally binding offer to purchase the goods contained in the shopping cart.
Subsequently, the payment process is carried out in accordance with section 3.7.
- (d) After the payment process has been completed, the successful order process is confirmed to the Customer on the order completion page with the assignment of an order number. In addition, the Customer receives an e-mail about the receipt of the order with an overall summary and is informed about the next steps of the order. The confirmation of receipt of the Customer's order is sent by an automated e-mail immediately after the order has been sent and does not constitute a declaration of acceptance, except in the case of the payment method "payment in advance according to 3.7.(a), where the sending of the order confirmation with payment information according to 3.7 (a) is deemed to be a declaration of acceptance.
- (e) The contract is only concluded (with the exception of the purchase on advance payment, see in this respect 3.6 (d) above) by a separate declaration of acceptance by OUTLETCITY, either by sending a shipping confirmation by e-mail or by delivery of the goods.
- Any declaration of acceptance must be made within 14 days from the date of the customer's offer to purchase the products. Otherwise, the Customer shall no longer be bound by his/her contractual offer.
- (f) When the goods are dispatched, the Customer receives a shipping confirmation by e-mail.

- (g) OUTLETCITY is not obliged to accept offers from the Customer to conclude a purchase agreement and can refuse to accept the offer at any time without giving reasons. In this case OUTLETCITY will inform the Customer of the non-acceptance of the offer.

3.7 **Payment**

- (a) *Payment in advance*

OUTLETCITY delivers against advance payment by bank transfer by the Customer. After receipt of the order by OUTLETCITY, the Customer will receive an order confirmation with the corresponding payment information by e-mail. After receipt of payment by OUTLETCITY the goods will be prepared for shipping and the Customer will receive a shipping confirmation.

- (b) Furthermore, OUTLETCITY can provide the Customer with other payment methods such as direct debit (ELV), credit card, PayPal or invoice. OUTLETCITY is entitled to offer certain payment methods only in individual cases and to refer to other payment methods. Further information on the selection by OUTLETCITY of the payment methods offered to the Customer in individual cases can be found in the data protection declaration.

For the payment methods direct debit, credit card and PayPal, the data required due to the nature of the payment method are requested as mandatory fields during the order dialogue and must be truthfully provided by the Customer.

- (c) *Payment by direct debit*

In the case of payment by direct debit, a direct debit mandate in the amount of the order total is issued by the Customer upon completion of the order.

The direct debit will only be triggered by OUTLETCITY upon dispatch, but not earlier than five working days after dispatch of the invoice.

The account will then be debited within the usual bank processing time.

- (d) *Payment by credit card*

In the case of payment by credit card, authorisation takes place upon completion of the order. The authorisation leads to a reservation of the order total on the credit card account. The credit card will not be charged until the order is shipped.

(e) *Payment by PayPal*

In the case of payment by PayPal, the Customer is redirected to the website of PayPal (Europe) S.à.r.l. et Cie, S.C.A., Luxembourg, by clicking the "Buy now" button. Here the Customer initiates the payment of the items and goes through the steps necessary for using PayPal for the payment. The Customer is then redirected back to the Portal and receives information about the successful or unsuccessful order process.

If the Customer has clicked "Direct to PayPal", the Customer will be redirected from the shopping cart directly to the website of PayPal (Europe) S.à.r.l. et Cie, S.C.A., Luxembourg. Here the Customer makes the payment for the items and goes through the steps necessary for using PayPal. In addition, the Customer chooses a shipping address stored with PayPal. Afterwards, the Customer is redirected back to the Portal and has the opportunity to check his/her order once again. The shipping address selected at PayPal is used as the billing and delivery address on the Portal. Only after clicking the "Buy now" button in the Portal does the Customer complete his/her order and the payment is triggered.

For further information, please refer to the PayPal website and their terms and conditions.

(f) *Payment by invoice*

In the case of payment by invoice, payment shall be made after receipt of the products. The payment term is 14 days from receipt of the goods. After the expiry of 14 days after receipt of the goods, the Customer is in default without a reminder being required. The Customer will be informed of the bank details and the exact invoice amount by e-mail. The invoice amount must be transferred to the account stated in the invoice.

The bank details of OUTLETCITY are as follows:

OUTLETCITY AG

Commerzbank AG

IBAN: DE91 6404 0033 0428 4717 01

BIC (SWIFT code): COBADEFFXXX

(g) Payment by means of a voucher issued by OUTLETCITY is made by entering the voucher code in the order dialogue. A subsequent payment by means of a voucher or the subsequent granting of a voucher discount is not possible. In addition, the terms and conditions shown on the voucher shall apply.

- (h) The Customer has no right to offset any counterclaims unless such counterclaims have been established by a final and conclusive court judgment or are undisputed by OUTLETCITY. Moreover, the Customer has no right to refuse performance based upon any counterclaims unless such counterclaims arise from the same contractual relationship.

3.8 Fulfillment of orders

Deliveries will be shipped at the risk of OUTLETCITY by a parcel services provider. Deliveries are insured against the risk of damage during transport for the benefit of OUTLETCITY. OUTLETCITY requests that the Customer inspect products upon arrival for any damages or missing items and to have any damages to delivered products confirmed in writing by the shipping services provider.

3.9 Withdrawal right

The Customer has a withdrawal right as provided in Section 4.

3.10 Warranty

The statutory warranty provisions apply.

3.11 Customer service

The customer service of OUTLETCITY can be reached by email at service@outletcity.com, by telephone during normal business hours in Germany at +49 (0) 7123 1789978, in Austria at +43 (0) 720 882390, and in Switzerland at +41 (0) 43 5087740, and by mail at OUTLETCITY AG, Postfach 1324, 72544 Metzingen, Germany.

3.12 Rights

OUTLETCITY hereby grants the Customer a limited license to access the Portal for personal use. This license does not include any resale or commercial use of the Portal or its content, any collection or use of product information, descriptions, or prices, any derivative use of this Portal or its content, any downloading or copying of account information for the benefit of any other seller, or any use of data mining, robots, or similar data collection or extraction software.

4. Withdrawal Right

4.1 Each Member or Customer has the withdrawal right described below, if reference is made to this Section:

Information about withdrawal right

Withdrawal right

You have the right to withdraw from this contract within 14 days for any or no reasons. The withdrawal period is 14 days from the date on which you or a third party designated by you accepts delivery of the last product.

To exercise your withdrawal right, you must notify us (OUTLETCITY AG, Hugo-Boss-Platz 4, 72555 Metzingen, E-mail: service@outletcity.com, phone: in Germany at +49 (0)7123 1789978, in Austria at +43 (0) 720 882390, and in Switzerland at +41 (0) 43 5087740, of your decision to withdraw from this contract by providing us with clear notice (e.g., by regular mail, telefax, or E-mail). You may use the attached withdrawal form, but are not required to do so.

To comply with the withdrawal period, it is sufficient for you to notify us of your exercise of the withdrawal right before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we must refund to you without undue delay, at the latest 14 days from the date we receive notice of your withdrawal from this contract, all payments which we have received from you, including shipping costs (with the exception of any additional costs resulting from the fact that you have chosen a delivery method other than the least costly standard delivery method offered by us). We will use the same payment method for this refund that you used for the original transaction, unless we have expressly agreed otherwise with you; in no case will you be charged any costs or fees to receive this refund. We may withhold the refund until the products have been returned to us or you have furnished proof that you have mailed the products to us, whichever occurs first.

You must return or deliver the products to us (OUTLETCITY AG, Hugo-Boss-Platz 4, 72555 Metzingen) without undue delay, in any event not later than 14 days from the date on which you notify us of your withdrawal from this contract. You will be in compliance with this deadline as long as you mail the products before the end of the 14-day period. We will pay the costs of return shipping. You will be responsible for any diminished value of the products only if the value of the products is diminished because you handled the products in a manner unnecessary for inspecting their quality, features, and functionality.

4.2 To exercise the withdrawal right, Members or Customers may use the following form:

<p>Withdrawal Form (If you wish to withdraw from the contract, please complete this form and return it to us.)</p> <p>To OUTLETCITY AG Hugo-Boss-Platz 4 72555 Metzingen</p> <p>E-mail: service@outletcity.com</p> <p>I/we hereby withdraw from the contract made by me/us(*) for the purchase of the following products (*)/provision of the following services (*)</p> <p>Ordered on (*)/received on (*)</p> <p>Name of consumer(s)</p> <p>Address of consumer(s)</p> <p>Pickup location of products (if different from address of consumer(s))</p> <p>Signature of consumer(s) (only for notice by hard copy)</p> <p>Date</p> <p>(*) Please delete as appropriate</p>

4.3 There is no withdrawal right for some of the products offered by us, namely for contracts on the delivery of products that are not prefabricated or for the manufacture of which a specific selection or determination by the consumer is essential or which are clearly custom-made to meet the personal needs of the consumer.

4.4 Trying on underwear or bathing wear in a store usually is subject to the condition that the product is tried on only on top of other underwear. Please note that this is also the case for our bathing und underwear products.