

GENERAL TERMS AND CONDITIONS

NIESSING ONLINE STORE AND NIESSING CONCIERGE SERVICE OF NIESSING SCHMUCK-KOOPERATION GMBH & CO. KG

1. Scope of application, contract language
- 1.1 These present General Terms and Conditions (General Terms and Conditions or GTC) shall apply to contracts concluded between you, as a consumer, and us, Niessing Schmuck-Kooperation GmbH & Co. KG (Register of Companies of the Local Court of Coesfeld (Amtsgericht Coesfeld) HRA 6365), via the Niessing Online Store and the Niessing Concierge Service.
- 1.2 The language available for the conclusion of contracts shall exclusively be German. Translations of these General Terms and Conditions into other languages are for your information only. In the event of any differences between the different language versions, the German text shall always take precedence.
2. Governing law, mandatory consumer protection regulations
- 2.1 The governing law shall be that of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods, if
 - a) your habitual residence is in Germany, or
 - b) your habitual residence is in a country that is not a Member State of the European Union.
- 2.2 In the event that your habitual residence is in a Member State of the European Union, German law shall also apply, without prejudice to mandatory provisions of the state in which you have your habitual residence.
3. Conclusion of the contract
- 3.1 The presentation of goods and services in the online store shall not constitute a legally binding offer, but an invitation to order (invitatio ad offerendum).
- 3.2 By clicking the „Complete order“ button as the last step of the ordering process you submit a binding offer to purchase or book the goods and/or services listed in the order summary. Immediately after sending the order, you will receive an order confirmation by e-mail, which, however, does not yet represent an acceptance of your contract offer. A contract between you and us is concluded as soon as we accept your order and/or booking by a separate e-mail. Please check the SPAM folder of your e-mail account regularly. We reserve the right not to accept your offer.
4. Basic Products, technical steps up to conclusion of a contract and correction of input errors, Niessing Concierge Service, Customised Products, Stock Products
- 4.1 You can select goods for purchase in our online store. These are so-called Basic Products. Basic Products within the meaning of these provisions are goods that were prefabricated and neither require an individual selection or instructions by you as a customer for their production nor are clearly manufactured or produced according to your personal requirements. As part of the ordering process, you first place the desired Basic Products or services in the shopping cart. There you can change the desired number of items at any time or remove selected basic products or services altogether. If you have added Basic Products or services to your cart, clicking on the "Proceed to checkout" button will take you first to a summary page where you can enter your address data and then select the shipping and payment method and where you can check your details again. You can correct your input errors (e.g. regarding payment method, data or the desired number of items as well as your selected shipping option) by clicking on "Change" in the respective field. If you want to cancel the ordering process completely, you can also simply close your browser window. Otherwise, after clicking on the confirmation button "Complete order" your declaration will become binding within the meaning of clause 3 para. (2) of these GTC.
- 4.2 By using the Concierge Service you have the possibility to purchase customised products and pieces that are newly created exclusively according to your wishes and requirements, custom-made jewellery, wedding rings, etc. ("Customised Products") and customised services or in-stock products ("Stock Products"). Stock Products are products that are in stock at one of our Niessing Stores. The Concierge Service can be reached by telephone, live chat, e-mail or WhatsApp. When you place an order through the Concierge Service, the Concierge will guide you through the steps outlined above and ask you to confirm the details of your order. Our customised production concept assisted by the wedding ring or jewellery configurator only allows for customer-specific and exclusive production. For the purchase of Customised Products and the required customised services, a right of revocation shall be ruled out (clause 10).
5. Storage of the contract text
- The contract text with details of the ordered goods and/or booked services, including these General Terms and Conditions and the information on the right of revocation, shall be sent to you by e-mail with the acceptance of the contract offer or with the notification thereof. We shall not store the contract text.
6. Registration in our online store; storage and processing of your personal data
- 6.1 You can order goods or services in our online store initially only as a guest. For information on the processing of your data, please read our data protection information, which you can find under the following link: www.niessing.com/concierge.
- 6.2 To execute and process your order we need the following data from you:
 - First and last name
 - E-Mail address
 - Invoice and delivery address
 - Telephone number (for possible queries relating to the delivery)
- 6.3 In order to use the Concierge Service, we need your consent for the use of personal data (such as your name and your e-mail address). By using the live chat, WhatsApp and the hotline, you agree to the use of personal data. You have the possibility to request the erasure of your collected data at any time. For this purpose, please contact us on concierge@niessing.com or by telephone via our hotline: +49 800 80 80 787.
- 6.4 We use the data provided by you without your separate consent exclusively to fulfil and process your order(s), for example for the delivery of goods to the address specified by you. When paying by direct debit, we also use your bank details to process the payment. Any use of your personal data beyond this for the purposes of advertising, market research or for the alignment of our offers with customer needs shall require your express consent. You have the option to give this consent before declaring your order. This declaration of consent is entirely voluntary and can be accessed on our website <https://niessing.com/datenschutz> and revoked by you at any time.
- 6.5 We shall store the data you provide until you inform us that you wish it to be erased. You can object to advertising using electronic mail at any time (section 7 para. (3) of the German Act against Unfair Competition (Gesetz gegen den unlauteren Wettbewerb - UWG).
7. Terms of payment, default, right of withdrawal, payment methods
- 7.1 The purchase price shall be due for payment immediately with the order.
- 7.2 If you are in default of payment, we shall be entitled to withdraw from the contract Direct debit
- If you choose direct debit as your payment method, the invoice amount shall be debited to your bank account as soon as the purchase contract has been concluded. Your account details (IBAN and BIC) are required for debiting. Please note that the direct debit method is an optional payment method that cannot always be offered. The option will be checked by our payment service provider [PayPal]. We can neither influence the rejection of your payment nor are we aware of the selection criteria of Paypal. Therefore, we reserve the right not to offer certain payment methods for each order. Furthermore, your date of birth must be entered for use.
- Credit card
- On submitting the order you transmit your credit card data to us at the same time. After your legitimation as a legitimate cardholder, we or Paypal our payment service provider shall request your credit card company to initiate the payment transaction immediately after the order has been placed. The payment transaction is automatically processed by the credit card company and your card is charged.
- PayPal
- During the order process you will be redirected to the website of the online provider PayPal. To be able to pay the invoice via PayPal, you must be registered there or must first register, legitimise yourself with your access data and confirm the payment order to us. After you have placed the order in the online store, we shall request PayPal to initiate the payment transaction. The payment transaction shall then automatically be executed by PayPal directly. You will receive further information during the order process.
8. Reservation of title
- The goods shall remain our property until full payment has been made.
9. Terms of delivery
- We shall deliver the goods in accordance with the agreements made with you exclusively to delivery addresses within Germany, Austria, Switzerland, and the United Kingdom, as well as to Niessing Stores Europe and selected Niessing partners. For shipping addresses that have not been named, please send your request to concierge@niessing.com.

niessing.com.

All information in the online store on the availability and delivery time of goods are without guarantee. If we are unable to meet a delivery period for reasons for which we are not responsible (e.g. non-availability of the goods due to force majeure), we shall inform you of this without delay, stating the new expected delivery period where applicable. If the new delivery period is not acceptable to the customer or if some or all of the goods are no longer available within the new delivery period, both contracting parties shall be entitled to withdraw from the contract with regard to the goods concerned; services already rendered shall be reimbursed in accordance with the statutory provisions. The delivery and production of the goods shall be subject to the condition that our suppliers deliver the materials themselves duly and properly and in good time. In the event of force majeure such as strikes and other industrial action, riots, war, natural disasters or pandemics, as well as in the event of a delivery blockage on the part of our supplier or sub-supplier, we shall not be in default of delivery. We shall not be liable for delays in delivery caused by manufacturers or third parties.

10. Right of revocation
- 10.1 As a consumer, you are entitled to a right of revocation in accordance with the information specified at the end of the General Terms and Conditions. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.
- 10.2 The right of withdrawal shall be ruled out for orders of goods that have been newly manufactured according to your desired specifications or which have been personalised in any way or customised according to your instructions, in particular also for the purchase of goods that have been engraved or embossed at your request ("Customised Products").
11. Images of the goods, warranty for purchases of goods
- 11.1 Images of goods in advertising, brochures, the online store or other publications are for illustration purposes only and are not binding. This shall apply in particular to specified colours or sizes. We reserve the right to change the goods listed in the online store at any time and without notice and to limit the number of goods available for purchase by any one customer.
- 11.2 If the goods purchased and delivered from our online store ("Basic Products") should be defective, you shall be entitled to demand rectification, to withdraw from the contract or to reduce the purchase price within the framework of the statutory provisions.
- 11.3 If a Customised Product delivered via the Concierge Service does not have the quality agreed between you and us, or if it is not suitable for the use stipulated in the contract or for general use, or if it does not have the properties that you could expect according to our public statements, then we shall be obliged to provide rectification. This shall not apply if we are entitled to refuse rectification on the basis of statutory regulations. First of all, you shall have the choice whether the rectification is to be performed by repair of defects or replacement delivery. However, we shall have the right to refuse the type of rectification chosen by you if it is only possible at an unreasonable expense and the other type of rectification has no significant disadvantages for you. During rectification, a reduction of the purchase price or withdrawal from the contract by you shall be ruled out. A repair of defects shall be deemed to have failed with the second unsuccessful attempt, unless, in particular, the nature of the item or the defect or other circumstances do not permit otherwise. If rectification has failed or if we have refused rectification altogether, you may, at your discretion, demand a reduction of the purchase price or declare your withdrawal from the contract. You can only claim compensation for the defect subject to the following conditions if rectification has failed or we have refused rectification. This shall apply without prejudice to your right to assert further-reaching compensation claims subject to the conditions of these GTC.
- 11.4 The limitation period of warranty claims for the delivered goods shall be two years from receipt of the goods. Claims due to defects which we have fraudulently concealed shall become statute-barred within the regular limitation period.
- 11.5 In addition, you shall also be entitled to rights on account of defects within the framework of a quality and/or durability guarantee, to the extent that we have expressly issued such a guarantee for the item sold in the individual case.
12. Limitation of liability
- 12.1 We shall be liable for intent and gross negligence. Moreover, we shall be liable for the violation by negligence of obligations, the fulfilment of which is essential for the due and proper performance of the contract, the breach of which endangers the fulfilment of the contractual purpose, and the compliance with which you, as the customer, regularly rely on. In the latter case, however, we shall only be liable for the foreseeable damage typical for the contract. The same shall apply to breaches of obligations by our vicarious agents.
- 12.2 The above limitations of liability shall not apply in the case of injury to life, limb or health. This shall apply without prejudice to liability according to the German Product Liability Act (Produkthaftungsgesetz).
13. Place of jurisdiction; online store dispute resolution and alternative dispute resolution; severability clause
- 13.1 Insofar as your domicile or usual residence was in Germany at the time of conclusion of the contract and you have either relocated it from Germany at the time of the institution of legal proceedings by us or your domicile or your usual residence is unknown at this time, the place of jurisdiction for all disputes shall be the registered place of business of our company in Vreden.
- 13.2 On <http://ec.europa.eu/consumers/odr/> the European Commission provides a platform for online dispute resolution (ODR). Our e-mail address is: concierge@niessing.com
- 13.3 We are neither obliged nor prepared to participate in a dispute resolution procedure in accordance with the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz - VSBG).
- 13.4 If any provision hereof should be ineffective, this shall not affect the validity of the remaining provisions of this agreement.

A. A. INFORMATION ON REVOCATION FOR CONTRACTS CONCLUDED ONLINE AND RETURNS

Information on revocation

Right of revocation

You shall have the right to revoke this contract within fourteen days without giving any reasons (Basic and Stock Products). The revocation period shall be fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the (last) goods.

In order to exercise your right of revocation, you must send us

Niessing Schmuck-Kooperation GmbH & Co. KG

Butenwall 117

48691 Vreden

Tel: +49 (0) 800 80 80 787

E-Mail: concierge@niessing.com

by means of a clear declaration (e.g. a letter sent by post, facsimile or e-mail) of your decision to revoke this contract. You can use the attached sample revocation form, which is not mandatory, for this purpose.

In order to meet the revocation deadline, it is sufficient that you send your notice of exercising your right of revocation before expiry of the revocation deadline.

CONSEQUENCES OF REVOCATION

If you revoke this contract, we must refund to you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received your notice of revocation of this contract. For this repayment, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged for this repayment. We may refuse repayment until we have received the goods back, checked them for genuineness and completeness or until you have provided evidence that you have sent back the goods, whichever is the earlier. You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the revocation of this contract. The deadline shall be met if you send the goods before expiry of the fourteen-day period.

B. EXCLUSION OF THE RIGHT OF REVOCATION

Products that cannot be returned or exchanged: orders for products that are newly manufactured according to your desired specifications ("Customised Products") or which have been personalised in any way or customised according to your instructions cannot be returned to us for exchange or refund. This includes, among other things, products that have been individually engraved or embossed at your request.

C. ADDITIONAL NOTES

If you return your order with DHL, please use the supplied safebag to which you must attach the return label, and please place your box in the safebag and seal it with the adhesive tape. Then hand in the parcel at a DHL station. If you have not received a return label, we shall be happy to provide you with a new label under concierge@niessing.com. To do so, please send us the number at the top of the return slip.

For orders delivered by courier or express service provider, we shall collect the goods from you. For this purpose, please send a brief message to our Niessing Concierge Service:

Phone: +49 (0) 800 80 80 787

E-mail: concierge@niessing.com

We shall then arrange for collection and return transport by the relevant courier service.

If you would like to return the goods to one of our German Niessing Stores or Niessing partners, please contact the Concierge at concierge@niessing.com or tel: +49 (0) 800 80 80 787

D. SIZE CHANGE OF RINGS PURCHASED ONLINE

We shall perform one size change of unworn rings purchased via the online store or rings purchased via the Concierge Service (Stock Products, Basic Products, Customised Products) within 4 weeks of delivery as a gesture of goodwill, setting off any price increase or price reduction.

To create a return label, please contact our Concierge Service. We reserve the right to charge shipping costs for pick-up and return shipments. The same shall apply to shipments of goods to other European countries.

Mail: concierge@niessing.com

Tel: +49 (0) 800 80 80 787