

INFORMATION FOR CUSTOMERS concluding online shopping agreements

(As at 16th of April 2020)

The following information on entering into online shopping agreements does not constitute contractual terms. The contractual terms can be found in our General Terms and Conditions: www.loeffler.at/en/terms-and-conditions. You will receive all information for customers later on at the time of delivery of the goods in text form (PDF). You can also print out this information for customers or save it and download it from here as a PDF.

1. Identity of the seller

You are concluding online agreements with Löffler GmbH ("LÖFFLER").

2. Address of the seller and further information on the seller

Löffler GmbH
Südtiroler Straße 41
4910 Ried im Innkreis
Austria

Telephone: +43 (0) 7752 84421 – 0

Fax: +43 (0) 7752 84421 – 9193

Website: www.loeffler.at

Email: onlineshop@loeffler.at

Commercial Register No.: FN 113126 m

Commercial Court of Registration: Regional Court acting in its capacity as the Commercial Court of Ried im Innkreis

Object of the company:

- a) the manufacture of all manner of clothing and textiles and the trade in such products;
- b) the production of machines to manufacture all manner of clothing and textiles and the trade in such machines;
- c) the acquisition and development of intellectual property rights;
- d) the provision of automatic data processing and IT services;
- e) the operation of an advertising agency.

The company can establish branch offices in Austria and abroad, acquire undertakings of the same or a similar kind, hold shares in such companies or take over their management.

The company is entitled to conduct any business and adopt all measures which directly or indirectly serve the purpose of the company.

Year founded: 1973

Management: Mag. Otto Leodolter

Ownership structure: 100% Fischer Beteiligungsverwaltungs GmbH

Supervisory authority: District Commission of Ried im Innkreis

Chamber: Austrian Federal Economic Chamber, Trades and Crafts Division

Statutory provisions: Trade regulations (<http://www.ris.bka.gv.at>)

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Media owner: Löffler GmbH

Purpose of the website: This website www.loeffler.at serves to advertise and sell the goods marketed by us and to advertise the business.

VAT Reg. No.: ATU 37019301

Data Processing Register No.: 0035009

LÖFFLER Customer Service

Monday to Friday from 08:00 to 17:00

Tel: +43 (0) 7752 84421 – 444 (at the basic rate)

The registered office of LÖFFLER (Südtiroler Straße 41, 4910 Ried im Innkreis, Austria) is the place of performance.

3. Online conclusion of contract and order process

We inform you about the terms and the characteristics of the goods on our website and in our print media (catalogues, advertising brochures, etc.). The presentation of the goods does not constitute an offer to enter into a contract, but rather a non-binding invitation for you to place an order with us for goods.

A link is provided at the bottom of each page (footer) of our online shop to our general terms and conditions, in addition to other links to our "Information for Customers" and the withdrawal form, thereby allowing the contractual terms and other necessary information to be retrieved, saved and printed out.

It is only possible to place orders on the online shop over the internet by using the interface provided on www.loeffler.at. The website is only available in German and English. Prior to placing an order, the customer must – if need be – create a password and provide his date of birth and telephone number in the fields provided in the online shop, in addition to providing his name, address and email address, thereby enabling him to receive, read, save and print out emails from us.

By placing an order on the online shop by clicking on "Order with an obligation to pay", you are offering to enter into a contract to purchase the goods in the shopping basket. We will immediately confirm receipt of the order by email. However, this confirmation of receipt of the order does not constitute acceptance of the offer. The confirmation of receipt of the order only constitutes a declaration of acceptance if we explicitly state this to be the case. We are entitled to accept the order for the goods within three working days (Monday to Friday) of receipt of the order, whereby this acceptance can also be effected by dispatching the goods ordered. We are entitled to refuse acceptance of the order; for instance, after checking your creditworthiness. In principle, only items that can be delivered can be ordered on the online shop. Nevertheless, should individual items not be deliverable, we will contact you by email and give you the option of selecting other items. If you do not select any replacement items or cannot be reached by email, the contract for the items which can be delivered will be concluded. There is no minimum order value. The maximum order value (value of goods excluding delivery costs) is EUR 5,000.00 (five thousand euros).

The individual technical steps leading to your submission of a declaration expressing your desire to enter into a contract and to the actual conclusion of a contract are as follows:

The products offered on the LÖFFLER online shop are separated into women, men, kids, accessories and, where appropriate, SALE, all of which are organised into various main categories. The categories can be found at the top in the navigation bar. By selecting a certain product group (e.g. running), a new navigation menu will appear below it in which all of the subcategories for this product group are listed. Simply click on the desired category (e.g. trousers) and then select the desired product with the mouse. It is possible to select products on the basis of size and colour and it may even be necessary to do so depending on the product in question.

Simply select the desired order quantity in the box next to the button "Add to basket" by entering the relevant quantity and then place the product you wish to purchase in the shopping basket by clicking "Add to basket". To confirm that the product has been added to your shopping basket, a message will appear in an overview window confirming that the item has been added to your shopping basket. Clicking on "Show basket" will bring up a list of the items in your shopping basket, including details such as size, colour, number of units, unit price, total (unit price), shipping costs, total amount (including shipping costs), both including and excluding VAT, and the VAT itself. You can easily change the number of products in the shopping basket, the country of delivery, the means of payment and the shipping method by using a drop-down button.

By clicking on "Continue shopping", you can continue to place other products in your shopping basket. If you click on the shopping cart symbol in the top right-hand corner, a drop-down menu opens in which you can click on "Open basket" which gives you at any time an overview of which products you have already added to your shopping basket and it also allows you to make changes to what you have entered by using the button and drop-down button.

If you want to purchase the products in your shopping basket, click on "Go to checkout". Then please enter your details. Mandatory fields are marked with an asterisk. Registration by setting up a customer account is offered, but it is not a requirement. Registration gives you the advantage of being able to archive your orders and make use of "Watch lists". The order archive allows you to go through past orders. Watch lists offer you the ability to put together and save a virtual shopping list.

Now select the shipping method and means of payment. Below this there is a link to our General Terms and Conditions and another link to our "Information for Customers", which allows the contractual terms and other necessary information to be retrieved, saved and printed out. By a click of the mouse, you confirm that you have read the General Terms and Conditions and Information for Customers and that you agree to their validity. After entering your details, please double check they are correct. You have the option of printing out the order details. You can complete the order process by clicking on "Order with an obligation to pay". You receive further information on the individual pages.

All orders are placed via the online shop. It is not possible place an order over the telephone or by email. It is not possible to make supplementary requests for products which are not included in the range of products offered.

You will receive a detailed invoice by email.

Terms and Conditions: www.loeffler.at/en/terms-and-conditions, which form part of the contract.

4. Saving of the contract text and transmission to the customer

Due to the order being placed electronically, the contract text is stored by us and sent to you by email following conclusion of the contract along with the legally effective General Terms and Conditions and the Information for Customers, including the withdrawal form.

5. Input errors

You can amend your entries at all times during the order process by clicking on the button or the drop-down button. You can abort the entire order process by closing the browser.

6. Price of goods

The only prices that are valid are those listed on our website. The prices offered on the website are valid until further notice. Prices are subject to change, quoted in euros and shown as gross prices including all taxes, in particular VAT at the applicable rate. Limited special offers for individual goods will be shown as such on our website and/or in our print media. We charge shipping costs on top of the prices at which the goods in question are offered for sale (see section 7 below). The customer incurs no additional costs for using our website to place an order.

7. Shipping costs and method

We charge shipping costs on top of the prices at which the goods in question are offered for sale. No shipping costs are charged from a certain minimum order value. For more details on shipping costs and methods, please see the relevant information: www.loeffler.at/en/shipping-payment-conditions. For information on the respective level of costs, our service team is also available and can be reached on +43 (0) 7752 84421 – 444 or you can contact us by email: onlineshop@loeffler.at.

8. Methods of payment

The price falls due for payment upon conclusion of the contract. You can pay by advance payment, SOFORT.com, PayPal or by using a MasterCard or VISA credit card. Payment is processed via our contract partner Wirecard Eastern Europe GmbH. Please also be sure to observe its general terms and conditions during the payment process. Any payment (or repayment) claims which you may have will be immediately credited to your account or credit card. We reserve the right to exclude individual payment methods. The LÖFFLER online shop only accepts payment in euros. LÖFFLER retains title to the goods until such time as payment is received in full.

Advance payment

1. Select "Advance payment" as the means of payment and subsequently transfer the gross invoice amount to LÖFFLER's account (IBAN: AT62 1860 0000 1900 9000, BIC: VKBLAT2L), specifying the order number provided in the order confirmation.
2. Following successful payment, you will be redirected back to the LÖFFLER online shop.
3. The goods will be immediately dispatched after payment is received.

SOFORT.com

1. Select "SOFORT.com" as the means of payment. You will be automatically redirected to our partner SOFORT.com.
2. Follow the instructions and enter your online banking details.
3. Following successful payment, you will be redirected to the LÖFFLER online shop.

PayPal

1. Select "PayPal" as the means of payment. You will be automatically redirected to our partner PayPal.
2. There you can log into your PayPal account or open a new PayPal account and authorise the payment.
3. Following successful payment, you will be redirected back to the LÖFFLER online shop.

MasterCard

1. Select "Credit card MasterCard" as the means of payment. Then enter your credit card number, the expiry date and the card verification code (the three digit code on the reverse of every credit card issued by MasterCard).
2. For transactions processed using MasterCard SecureCode, the relevant password is required.
3. Following successful payment, you will be redirected back to the LÖFFLER online shop.

VISA

1. Select "Credit card VISA" as the means of payment. Then enter your credit card number, the expiry date and the card verification code (the three digit code on the reverse of every credit card issued by Visa).
2. For transactions processed using Verified by Visa, the relevant password is required.
3. Following successful payment, you will be redirected back to the LÖFFLER online shop.

9. Right of withdrawal of the consumer and the consequences of withdrawal

9.1 Right of withdrawal of the consumer

Consumers have the right to withdraw from purchase agreements.

The withdrawal period is fourteen calendar days:

- in the case of contracts for the sale of goods, from the day on which the consumer has acquired possession of the goods or
- in the case of multiple orders or partial delivery, the day on which the consumer has acquired possession of the last product/item.

To exercise your right of withdrawal, you must send an unequivocal declaration of withdrawal to LÖFFLER to the following email address onlineshop@loeffler.at or send it by fax or post or inform LÖFFLER verbally (by telephone), stating your name, your address and – if you have one – your telephone number. You may make use of the standard form which is provided on www.loeffler.at (withdrawal form). For the purposes of meeting the deadline, it is sufficient if you send off the declaration of withdrawal prior to the expiry of the 14-day withdrawal period.

Written withdrawal should be sent to the following address:

Löffler GmbH
Südtiroler Straße 41
4910 Ried im Innkreis
Austria
Email: onlineshop@loeffler.at
Fax: +43 (0) 7752 84421 – 9193
Telephone: +43 (0) 7752 84421 – 444

Withdrawal form: www.loeffler.at/en/withdrawal-form

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9.2 Consequences of withdrawal

The goods must be properly packed by you and returned together with the original invoice within fourteen days of the date on which you communicate your withdrawal. The deadline for communicating your withdrawal is deemed to have been met if the goods are dispatched within the withdrawal period.

You shall bear or reimburse to us the costs incurred in connection with returning the goods. This is understood to mean the transport costs and applies even if delivery to you was made by us free of charge.

You shall compensate us for a reduction in the market value of the goods if this diminished value is attributable to the handling of the goods other than what is necessary to ascertain the nature, characteristics and functioning of the goods.

We shall reimburse to you any payments already received at the same time as the performance required from you (return of the goods received, appropriate payment for use, compensation for the reduction in market value), whereby we are entitled to offset any performance owed by you against payments already received. To effect repayment, we will use the same means of payment used by you to complete the original transaction unless expressly otherwise agreed with you; on no account will you be charged a fee by us for this repayment. We may refuse to reimburse payments made until such time as the goods are once again in our possession or until you have furnished proof that you have sent the goods back to us, whichever is the earlier.

There is, in particular, no right of withdrawal in the case of orders placed for goods which have been manufactured according to the customer's specifications or which have been tailored to the personal needs of the customer.

10. Communications costs

You will not incur any charges for calling our LÖFFLER online shop hotline (+43 (0) 7752 84421 – 444) which exceed the usual basic rates. Ask your respective telephone network operator to establish the costs of calling the hotline from a landline and a mobile phone network.

11. Queries and complaints

In case of queries and complaints, we would ask that contact the LÖFFLER online shop hotline by calling +43 (0) 7752 84421 – 444 or by sending an email to onlineshop@loeffler.at. The LÖFFLER Customer Service Team is available Monday to Friday from 08:00 to 17:00. We strive to answer all customer queries immediately.

12. Period of validity of limited offers

The period of validity of limited offers for individual goods is shown on our website and in our print media.

13. Language

You have the possibility of entering into agreements with us in the German or English language.

14. Online platform of the EU Commission

Since 15 February 2016, the EU Commission has been providing a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes in connection with their online orders initially without the involvement of a court. The dispute resolution platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/>.