Thomas Sabo

General Terms and Conditions for Direct Orders in the THOMAS SABO Shop via WhatsApp and Home Delivery

1. Applicability | general provisions

These General Terms and Conditions apply to all purchase agreements concluded between

- THOMAS SABO GmbH & Co. KG, Silberstrasse 1, D-91207 Lauf a.d. Pegnitz for our stores in Germany
- THOMAS SABO GmbH, Limmatquai 48, CH-8001 Zurich for our stores in Switzerland
- TSJ Holding GmbH, Landstr. 10, A-4020 Linz for our stores in Austria
- THOMAS SABO SLU, C7Capita Arenas 3-5, Local n°4a, ES-08034 Barcelona, for our stores in Spain
- THOMAS SABO SAS, 91, Rue de Réaumur, F-75002 Paris, for our stores in France
- Thomas Sabo UK Ltd., Studio 1 Ground Floor, Battersea Studios 2, 82 Silverthorne Road, GB-London SW8 3HE, for our stores in the UK
- Thomas Sabo Ireland Ltd., c/o DHKN Chartered Accountants, Galw. Financ. Serv. Ctr, Moneenageisha Road, IR-Galway, for our stores in Ireland
- Thomas Sabo AB, Industrigatan 4B, S-11246 Stockholm, for our stores in Sweden

and you in your capacity as a consumer.

2. Conclusion of the contract | provisos

- 2.1 By ordering directly from one of our stores, you make a binding offer to purchase the merchandise you have selected (order) on the basis of these General Terms of Terms and Conditions; we will confirm the receipt of your order immediately.
- 2.2 The merchandise usually remains reserved for you for 3 days and you will be informed separately of any exceptions, e.g. during the Christmas sales season.
- 2.3 If you select home delivery, the order will be accepted by our shipment of the ordered merchandise.
- 2.4 We reserve the right to sell merchandise merely in the quantities that are customary for households.
- 2.5 If you select home delivery, the order will be accepted by our shipment of the ordered merchandise.

3. Prices, costs and terms of payment

- 3.1 The price indicated by THOMAS SABO at the time of the order is binding. Prices respectively include the applicable value added tax if it is incurred.
- 3.2. Special offer prices apply in each case exclusively for the limited time of the special offer. Special offers are marked as such in each case.
- 3.3. All prices include the statutory value added. Please notice shipment costs, which may be incurred by you. You will be informed of the amount of shipment costs during the ordering process and in the service section.
- 3.4. If you choose home delivery, the only payment method available to you is payment via our payment service provider. You will receive a receipt directly upon placing the order.

4. Delivery, delivery period and shipment costs

- 4.1 We will deliver to the address specified by you.
- 4.2. You will be notified in the course of the order process of the binding period during which we will deliver the merchandise if we accept your order (delivery period). The delivery period begins on the day following the receipt of your order.
- 4.3. If the merchandise cannot be delivered for reasons within your responsibility, you will not incur any additional shipment costs for a repeated delivery. In this case, you will bear the costs for shipments to and from you. In the event of a revocation, number 6 applies primarily.

5. Warranty for defects

The respective legal regulations apply.

6. Instruction on the right of revocation

You have the following right of revocation:

Right of revocation

Instruction on the right of revocation: You have the right of revocation within a period of 30 days as of the day on which you or a third party named by you, who is not the transport company, have taken the merchandise into possession.

THOMAS SABO gives you the possibility beyond the statutory revocation period to return the merchandise to a domestic Thomas Sabo store within 30 days from receipt and thereby cancel the purchase agreement.

Exceptions from return or exchange:

Some products cannot be exchanged or returned. Among them are opened consumable articles (e.g. jewellery care cleanser or perfume) and items that have been custom-made for you (e.g. item engraved according to your wishes). Moreover, incomplete or damaged items cannot be exchanged or refunded either.

Consequences of revocation

You will be refunded all payments that we have received from you without delay, including the delivery costs (except for the additional costs arising because you have chosen a different delivery method than the most affordable standard delivery offered by us.

- END OF THE INSTRUCTION ON REVOCATION -

7. Data privacy information

Data controller:

The respective country company according to number 1. You can reach our data protection officer at: THOMAS SABO GmbH & Co. KG, Silberstr. 1, D-91207 Lauf a.d. Pegnitz Data privacy Email: datenschutz@thomassabo.com

Contact via WhatsApp

WhatsApp is a service of WhatsApp Inc., which in turn is a company owned by Facebook, Inc. THOMAS SABO uses this external app exclusively for inquiries and orders. THOMAS SABO is in no way responsible for the content and data shared, uploaded and processed via WhatsApp outside of its own network. The data privacy policy of WhatsApp applies to this.

Please read the data privacy policy of WhatsApp (https://www.whatsapp.com/legal/) closely before using WhatsApp. By using WhatsApp, you automatically consent to these policies.

If you message us via WhatsApp, you will transmit your phone number to us in the process. We use the number only for the WhatsApp communication with you and the chat contents only for the processing of your inquiry. For questions of a personal or confidential nature (i.e. with contents relating to personal data), an email address or phone number should be provided for the further communication, as such contents cannot be processed via a messenger service such as WhatsApp.

However, please note the WhatsApp terms of use, which are outside of our control: If you install and use WhatsApp on your smartphone, you consent to the WhatsApp terms of use. These include, among other, that you grant WhatsApp Inc. permission to access your phone number and the contacts stored on your phone.

Orders and use of home delivery

We also process your personal data for the conclusion and performance of a contract with you, in particular, for processing pick-ups at the local store or returns.

If you want to use the home delivery service, we require you give us your name and address, and on a strictly voluntary basis, your phone number and email as well. Your communication details will be used exclusively in case questions relating to the customer service arise during the performance of the contract and not for marketing purposes. The processing serves exclusively for the performance of the contract.

The data you have provided will be processed by us to complete your order. For this purpose, we may transfer your payment details to our payment service providers and our logistics providers.

Payment processing

For home delivery and orders in the shop, the payment will be processed via a payment service provider to which we will transfer the information you have given us in the course of the order process, besides the information about your order. Your data will be exclusively transferred for the purpose of payment processing with the payment service provider and only to the extent this is required for this purpose.

Bank data or credit card details are gathered exclusively by the payment service provider; the data privacy policy of the payment service provider applies for this purpose.

Additional information

For the rest, the general data privacy policy applies https://www.thomassabo.com/INT/en/data-privacy/ts-data-privacy.html

We reserve the right to modify and add to this information if needed. We will publish any change in this location.

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