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General Terms and Conditions

Preliminary remark

Below you can find our General Terms & Conditions ("Terms") governing your use of our website located at www.falke.us (the "Site"). These Terms represent a binding contract between **FALKE USA-Online GmbH, Oststrasse 5, 57392 Schmallenberg** ("FALKE" or "we"), and you. By creating an account or otherwise accessing the Site, you expressly represent that you are legally competent to enter into this agreement and agree to be bound by these Terms. If you do not agree to be bound by the Terms, you may not use the Site.

Certain areas, features, or functionality of the Site may be subject to different or additional terms, rules, guidelines or policies ("Additional Rules"), and we may provide such additional rules to you via postings, pop-up notices, links, or other means at the time that you access or use the relevant area, feature or functionality. From time to time, such additional rules may conflict with these Terms. In the event of such a conflict, the Additional Rules will control. Any reference to these Terms includes the Additional Terms.

IMPORTANT NOTICE: PLEASE NOTE THE ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER SET FORTH BELOW IN SECTION 18, WHICH REQUIRES YOU TO ARBITRATE CLAIMS YOU MAY HAVE AGAINST US ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

1. Applicability of Terms/age requirements

1.1 The version of the Terms applicable at the time that you access and use the Site shall govern your use of the Site. Terms and conditions contrary to or deviating from the following provisions do not apply unless we expressly agree in writing to their validity. For the avoidance of doubt, the foregoing does not limit the applicability of any Additional Terms.

1.2 The Terms were drafted in English. In the event of any discrepancy between the English original version of these Terms and any foreign language translation, the English version prevails.

1.3 Our Site is not intended for children. If you are under the age of 13, you are not allowed to use the Site or submit any personal information to us. Further, we do not offer products for purchase by minors. If you are 13 or older but younger than 18, you are only allowed to use the Site with the approval and involvement of a parent or legal guardian. If you do not meet these age requirements, you are not allowed to use the Site.

2. Registration/customer account

2.1 You can register as a customer on the Site and set up a customer account. For this you must enter certain personal information which we will store and which will make the procedure for future purchases through the Site easier since your data will then already be available for any fresh purchases. In addition, you must specify a password enabling only you to access your customer account. Registration for the customer account will be confirmed immediately after completing the registration by clicking the "registration" button. Your account credentials will enable you to log into your customer account. Each customer is only entitled to maintain one customer account at a time. We reserve the right to delete multiple registrations. You are of course able to amend the data you have entered at any time or to delete your customer account.

2.2 You can also make purchases via the Site without having a customer account. If you would like to buy articles without having a customer account, you must specify certain information for us in order to perform and settle the purchase contract, e.g. name, address, payment information, postal and shipping address, telephone number and email address.

2.3 When submitting any information to us (whether in the event of creating / altering a customer account or entering your data to place an order), you are responsible for providing truthful and complete information. You are obliged to treat your account credentials confidentially and not to make them available to any unauthorized third parties.

3. Delivery only in certain United States/delivery and transfer of risk

3.1 The following delivery restriction applies: We only ship products to customers with a shipping address in the following United States:

- California
- Florida
- Texas
- Pennsylvania
- Illinois
- New York.

3.2 If the product you have ordered is temporarily unavailable, we will notify you of this as soon as possible.

3.3 If we are unable to deliver ordered products by an advertised delivery date, we shall notify you of this as soon as possible and simultaneously give notice of an estimated new delivery date, if known.

3.4 Except as expressly provided otherwise by FALKE, all loss and title for products ordered on the Site pass to you upon delivery of the products to the carrier.

3.5 By placing an order, you authorize FALKE to designate a carrier for your shipment that will act as your agent with any U.S. customs and tax authorities with jurisdiction over your shipment; to clear your shipment; and to process and remit any duty applicable to your shipment. You further agree to cooperate with any reasonable requests for information from FALKE or our designated carrier with respect to any such customs or tax obligations related to your shipment.

4. Product description, availability, and pricing information

4.1 FALKE strives to be as accurate as possible and eliminate errors on the Site. However, there may be information on the Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. Certain products displayed on the Site may have limited quantities and may not always be available. The prices displayed on the Site are quoted in U.S. Dollars, and are subject to change without notice.

4.2 We reserve the right to correct any errors, inaccuracies or omissions and to change or update information if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order, in which case your sole remedy in the event of such error is to cancel your order).

4.3 We strive to display the colors of our products that appear on the Site as accurately as possible, but we cannot guarantee that your computer monitor's display of any of these colors will always be accurate. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations. If a product offered on the Site is not as described or pictured, or otherwise does not meet your

expectations, your sole remedy is to return it in an unused condition for a refund, in accordance with our Return Policy.

5. Site transactions

5.1 You agree that any order you place with us is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. After having received your order, we will send you a confirmation email with your order number and details of the items you have offered to purchase. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

5.2 FALKE reserves the right to refuse any order you place with us, for any reason. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we will attempt to notify you by contacting the email and/or billing phone number in your customer account or provided at the time the order was made.

5.3 Purchase of our merchandise for resale purposes is not authorized. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized dealers, resellers or distributors, and to cease doing business with such customers, with no further notice.

6. Prices/shipping costs/payment

6.1 All prices stated on the Site are quoted inclusive of the possible applicable tax.

6.2 The shipping costs applicable to your order will be notified to you as part of the presentation of our products and during the ordering process. These costs may vary depending on the delivery address you give.

6.3 You will be offered various ways to pay (e.g. by credit card, PayPal or Amazon Pay). The various payment options will be displayed for you to choose from during the order procedure. You are able to alter the payment method stored in your customer account at any time.

6.4 Terms of payment are within our sole discretion and, unless otherwise agreed to by us in writing, payment must be received by us before our acceptance of an order. In the event that your payment is cancelled or deemed invalid after ordered products have shipped to you, you acknowledge and agree that you will be obligated to return the products to us immediately upon receipt.

6.5 Please note that you will receive your order confirmation and other notices related to your order in electronic form only.

6.6 Your payment data will be transmitted to the corresponding payment service provider depending on the method of payment you have chosen. You agree that FALKE is not responsible for the financial service provider's handling of your payment data.

7. Notes on data processing

7.1 Concerning the collection, processing and use of personal data, we refer you to our data protection statement which can be downloaded at any time from our website in printable form using the button "data protection".

7.2 If you have set up a customer account, you always have the option of downloading the data stored about you using the button "my account/my data" and altering or deleting it.

8. Conditions of personalization

8.1 You have the option to have certain articles available on the Site embroidered with a series of characters, which is sewn onto the outside of both the left and right socks of the chosen article ("personalisation"). Articles that can be customised are marked with a needle and thread symbol at the bottom right of the preview image. After selecting the article and clicking the "personalisation" button, you can specify a four-character combination of letters and full stops and/or spaces. You can also select one of twelve embroidery colours and you have a choice of three fonts.

8.2 We reserve the right to refuse certain combinations, for example if they contain the trademark of a third party or the names of sports teams, athletes or other known persons, that neither you nor we have the right to use, or because we find the combination inappropriate, all as determined by us in our sole discretion. If we refuse your chosen combination, you will be notified of this via email as soon as possible.

8.3 Your chosen personalisation must not breach the rights of third parties. Please note that, although we have the right to refuse your requested personalisation, you bear all responsibility for the personalisation and we are under no legal obligation to check or refuse your personalisation. If your chosen personalisation infringes the rights of a third party and that third party makes a claim against us, then you are liable for compensation for any resulting damages.

8.4. Please note that you do not have the right to cancel an order for articles personalized by you and we cannot accept returns, with the exception that you may initiate a return through our Return Policy for personalized articles that are defective. See Section 17 for our Return Policy, which includes additional details on returning defective personalized items.

9. User conduct

You agree to not use the Site in any manner that:

- Is designed to interrupt, destroy or limit the functionality of, any computer software or hardware or telecommunications equipment (including by means of software viruses or any other computer code, files or programs);
- Interferes with or disrupts the Site, services connected to the Site, or otherwise interferes with operations or services of the Site in any way;
- Infringes any copyright, trademark, trade secret, patent or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- Consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Causes FALKE to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link;
- Is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, as determined by FALKE in our sole discretion;
- Copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the Site or any portion thereof;
- Violates, or encourages anyone to violate these Terms or any other terms and conditions or guidelines provided by FALKE; or
- Violates, or encourages others to violate, any applicable local, state, national, or international law, regulation, or order.

10. Links to external sites

The Site may contain links to other websites. We are not responsible for the availability of these external websites nor do we endorse the activities or services provided by these websites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external websites.

11. Disclaimer of warranties

11.1 TO THE FULLEST EXTENT PERMITTED UNDER LAW, AND UNLESS EXPRESSLY PROVIDED OTHERWISE BY FALKE IN WRITING, THE SITE AND THE CONTENT AND PRODUCTS AVAILABLE ON THE SITE ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITE OR THE CONTENT, COMMUNICATIONS, OR PRODUCTS ON THE SITE, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITE, TO THE EXTENT PERMITTED BY LAW. WE DISCLAIM IMPLIED WARRANTIES THAT THE SITE AND ALL SOFTWARE, CONTENT AND SERVICES, AND/OR INFORMATION DISTRIBUTED THROUGH THE SITE ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FALKE OR A REPRESENTATIVE SHALL CREATE A WARRANTY.

11.2 WE DO NOT GUARANTEE THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT ITS IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE SITE, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING.

11.3 SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. Exclusion of liability

12.1. TO THE FULLEST EXTENT PERMITTED UNDER LAW, NEITHER FALKE NOR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY DAMAGES OR LIABILITIES, INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFIT OR DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH) ARISING WITH RESPECT TO YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OF OR INABILITY TO USE THE SITES, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES, (iv) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SITES, OR (v) ANY OTHER MATTER RELATING TO YOUR USE OF THE SITES, INCLUDING ANY TRANSACTIONS ON THE SITES.

12.2 In addition, when using the Site, information will be transmitted over a medium which is beyond the control and jurisdiction of FALKE, its partners, advertisers, and sponsors or any other third party mentioned on the Site. Accordingly, FALKE assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site.

12.3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. Indemnification

You agree to defend (at FALKE'S option), indemnify, and hold FALKE harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Site or any breach by you of these Terms. We reserve the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with us if and as requested by us in the defense and settlement of such matter.

14. Intellectual property rights

14.1 The Site and all of its contents features and functionality, including, without limitation, information, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof (collectively, the "FALKE Content"), are the exclusive property of FALKE and are protected by United States and international copyright, trademark, patent and other intellectual property or proprietary rights laws. Except as otherwise expressly stated herein, you may not modify, copy, distribute, display, reproduce, sell, license, or create derivative works from any FALKE Content, in whole or in part, including any text, images, audio, and video in any manner, without our prior written authorization.

14.2 We are providing you with access to the Site pursuant to a limited, non-exclusive, non-sub-licensable, non-transferable, revocable license. You can use the Site for personal, non-commercial use, and subject to these Terms. Under this license, you may download information from the Site and print out a hard copy for your personal, non-commercial use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained thereon. This license is available to you as long as you are not barred from the Site by applicable law and your access is not terminated by us. If these Terms are not enforceable where you are located, you may not use the Site. FALKE reserves all right, title, and interest not expressly granted under this license to the fullest extent possible under applicable laws.

14.3 Some features on the Site, either now or in the future, may allow you to post or submit communications and content on or through the Site ("Your Content"). You own any intellectual property rights to Your Content, but you automatically grant, or warrant that you and/or the owner of such content has expressly granted Falke a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display Your Content in any media or medium, or any form, format, or forum now known or hereafter developed. We may sublicense these rights through multiple tiers of sublicenses. You are responsible for Your Content, and acknowledge that once published, we cannot always remove it.

15. Customer service

FALKE's customer service can be reached on:

E-Mail: online@FALKE.com

Postal address:

FALKE USA-Online GmbH

Oststrasse 5

D-57392 Schmallenberg

Germany

16. Option to save or access the text of the contract

16.1. You can view these Terms on the website www.falke.us under "GT&C". You may also print or save this document by using the normal function provided by your internet browser. You can also download and archive this document as a PDF file by clicking [here](#).

16.2. You can also archive the data from your order by waiting for the automatic order confirmation that we will email to you at the email address you have given once your order has been placed. This order confirmation email contains the data of your order and can be easily printed out or saved by your email program.

16.3. Your order data will be stored by us but for security reasons cannot be downloaded by you directly. We offer each customer password-protected direct access via their customer account ("My account"). With the corresponding registration this allows you to view data concerning your completed, open and recently shipped orders and to manage your address details, payment information and newsletters.

16.5. The text of the contract is stored subject to data protection security.

17. Return policy

17.1. You may return any products purchased on the Site within 14 days of receiving the product, with the exception of personalized articles. Personalized articles may not be returned unless the product is defective.

17.2. To take advantage of our Return Policy you must send the articles back to our service provider as follows within 14 days of receiving them:

(1) Request a return slip by email from our customer service at online@FALKE.com; the return slip will then be emailed to you;

(2) Print out the return slip and affix it to the package;

(3) Simply drop off your parcel at your nearest post office or shipping company - postage is already paid.

17.3. To comply with this Return Policy, the returned items must be *shipped* to us within 14 days of your initial receipt. It is not required that we actually receive the items within the 14-day period.

17.4. Should you wish to take advantage of this Return Policy, it will be necessary for you to have treated the products and packaging with care and to send us back the entire, undamaged products in the original packaging. If you have damaged the products, the right to return the products will be refused and they will be returned to you at our risk.

17.5. Personalized products that are returned due to defects are subject to inspection and confirmation of defectiveness upon receipt by us. If we determine, in our sole discretion, that the product is not defective, the right to return the product will be refused and they will be returned to you at our risk.

18. Dispute resolution and agreement to arbitrate

By using the Site, you and FALKE agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Site, including any transaction or product sold on the Site, or the breach, enforcement, interpretation, or validity of these Terms or any part of them, except for disputes that qualify for small claims court or those related to either party's intellectual property ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the

Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent to:

- Us, at FALKE USA-Online GmbH, Oststrasse 5, D-57392 Schmallenberg, Germany or
- You, at the address we have on file for you.

Both you and FALKE agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties, in the Hickory (North Carolina) area.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable.

19. Choice of law and forum

19.1 These Terms have been made in and shall be construed in accordance with the laws of the United States (including the Federal Arbitration Act (9 U.S.C. §§ 1-16) and North Carolina, without giving effect to any conflict of law principles.

19.2 With the exception of a claim or dispute appropriately lodged in any small claims court in the United States, any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in North Carolina and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

20. Modification and termination

20.1 We reserve the right to modify these Terms at any time. When we do so, we will update the "Effective Date" above. By continuing to use the Site after we post any such changes, you accept these Terms, as modified.

20.2 We shall have the right to immediately terminate these Terms with respect to any user which we consider to be unacceptable, or in the event of any breach by you of these Terms, all as determined in our sole discretion.

20.3 We may change, restrict access to, suspend or discontinue the Site, or any portion of the Site, at any time and at our sole discretion.

21. Miscellaneous

21.1 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or breach. If FALKE does not exercise or enforce any legal right or remedy which is contained in these Terms (or which FALKE has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of FALKE'S rights, and all such rights or remedies shall still be available to FALKE.

21.2 If any provision of these Terms is held to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

21.3 These Terms set forth the entire understanding and agreement between us with respect to your use of the Site.

21.4 You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction.

21.5 These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and FALKE.

21.6 California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.