

TERMS AND CONDITIONS

Free Circle GmbH
Wuhrstrasse 14
9490, Vaduz, LIECHTENSTEIN
HR-Nr.: FL-0002.580.758-2
MWST-Nr: 60.736

for the sale of goods through the online store located at www.freecircle.li

INTRODUCTORY PROVISIONS

These Terms and Conditions (hereinafter referred to as the "Terms and Conditions") of the Free Circle GmbH, registered at Wuhrstrasse 14, Vaduz identification number: FL-0002.580.758-2 regulate the mutual rights and obligations of the parties arising in connection with or hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") through the Seller's online store. The online store is operated by the Seller on the website located on the Internet address www.freecircle.li (hereinafter referred to as the "Website") through the website interface (hereinafter referred to as the "Web Interface of the Store").

The Business Terms and Conditions do not apply to cases where a person who intends to purchase goods from the Seller is a legal entity or a person who acts in ordering goods in the course of his business activity or in the course of his / her independent profession. Provisions deviating from the terms and conditions can be agreed in the purchase contract. Divergent provisions in the sales contract shall take precedence over the provisions of the Terms and Conditions.

The provisions of the Terms and Conditions form an integral part of the purchase contract. The purchase contract and the terms and conditions are written in English. The purchase contract can be concluded in English.

The Seller may change or supplement the text of the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the effective date of the previous version of the Terms and Conditions.

USER ACCOUNT

Based on the buyer's registration on the website, the buyer can access his user interface. From its user interface the buyer can order goods (hereinafter referred to as "user account"). If the web interface allows it, the buyer can also order goods without registration directly from the web interface.

When registering on the website and ordering goods, the buyer is obliged to provide correct and truthful information. The Buyer is obliged to update the data entered in the user account upon any change. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.

Access to the user account is secured by a user name and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access his user account. The Buyer is not entitled to allow the use of the user account by third parties.

The seller may cancel the user account, especially if the buyer has not used his user account for more than 3 years, or if the buyer breaches his obligations under the purchase contract (including terms and conditions).

The Buyer acknowledges that the user account may not be available at all times, especially with regard to the necessary maintenance of the hardware and software equipment of the Seller, respectively. necessary maintenance of third party hardware and software.

CONCLUSION OF THE PURCHASE CONTRACT

All presentation of the goods placed in the web interface of the shop is of informative character and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732 (2) of the Civil Code shall not apply.

The web interface of the store contains information about the goods, including the prices of individual goods. Prices of goods include VAT and all related fees. The prices of the goods remain valid as long as they are displayed in the shop's web interface. This provision does not limit the seller's ability to conclude a purchase contract under individually negotiated conditions.

The web interface also contains information about the costs associated with packaging and delivery. Information on the costs associated with the packaging and delivery of goods stated in the web interface of the shop applies only in cases where the goods are delivered within the territory of Liechtenstein.

To order goods, the buyer fills in the order form in the web interface of the shop. The order form contains information about:

ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the shop),

the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods and

information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").

Before sending the order to the seller, the buyer is allowed to check and change the data entered into the order by the buyer, also with regard to the buyer's ability to detect and correct errors arising when entering data into the order. The buyer sends the order to the seller by clicking on the "Submit" button. The data listed in the order they are deemed correct by the seller.

Sending an order is considered as an act of the buyer, which undoubtedly identifies the goods ordered, the purchase price, the person of the buyer, the method of payment of the purchase price, and is a binding draft contract for the parties. The validity of the order is conditioned by filling in all required information in the order form, familiarizing themselves with these terms and conditions on the website and confirming the buyer that they have read these terms and conditions.

The Seller shall confirm the receipt to the Buyer immediately upon receipt of the order by e-mail to the Buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as the "Buyer's E-mail Address").

Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the seller is always entitled to ask the buyer for additional confirmation of the order (eg in writing or by telephone).

The draft purchase contract in the form of an order is valid for fifteen days.

The contractual relationship between the Seller and the Buyer arises upon delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by e-mail to the Buyer's e-mail address.

In the event that any of the requirements specified in the order cannot be met by the seller, the seller will send to the buyer's email address a modified offer indicating possible variants of the order and request the buyer's opinion.

The amended offer is considered to be a new draft purchase agreement and the purchase agreement is in such a case concluded only upon the acceptance of the buyer by e-mail.

The buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer when using the means of distance communication in connection with the conclusion of the purchase contract (Internet connection costs, telephone costs) shall be borne by the Buyer, which costs do not differ from the standard rate.

PRICE OF GOODS AND PAYMENT CONDITIONS

The price of the goods and any costs associated with the delivery of goods according to the purchase contract may be paid by the buyer to the seller in the following ways:

cash on delivery at the place specified by the buyer in the order;

cashless via Braintree payment system;

Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.

The Seller does not require the Buyer to pay a deposit or other similar payment. This is without prejudice to the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price in advance.

In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In case of cashless payment, the purchase price is due within 5 days from the conclusion of the purchase contract.

In the case of cashless payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of a cashless payment, the buyer's obligation to pay the purchase price is met when the relevant amount is credited to the seller's account or to the account of the Braintree payment gateway operator.

In case of cash on delivery, the ordered goods are not picked up, the Seller is entitled to request advance payment before re-sending the goods by bank transfer or through the Braintree payment gateway. The documents for payment of postage will be sent to the Buyer upon his express request for repeated delivery of the consignment.

The Seller is entitled, especially if the Buyer fails to confirm the order (Article 3.8), to request payment of the entire purchase price before sending the goods to the Buyer. The provisions of Section 2119 (1) of the Civil Code shall not apply.

Any discounts on the price of goods provided by the seller to the buyer cannot be combined. If it is usual in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue to the Buyer a tax document - invoice regarding payments made under the purchase contract. The seller is not a payer of value added tax. The tax document - invoice is issued by the seller to the buyer after payment of the price of the goods and sent in electronic form to the buyer's email address.

COMPLAINTS PROCEDURE

The Buyer may file a claim by sending an email to orders@freecircle.li. In the E-mail it will state the reason for the complaint (damaged clothing, poor quality of goods, etc.) and the order number. The consumer will wait for the seller's response, which does not exceed 3 working days and then, if required by the seller, the Buyer shall send the claimed goods to the address Wuhrstrasse 14 9490, Vaduz, Liechtenstein

It is not possible to file a complaint if the Buyer complains about the declared properties of the product of which he was informed via the Seller's website, with the exception that the product does not reach the declared properties.

The deadline for settling the claim is 10 working days. Until their expiry, the Seller shall inform the Buyer by email about the result of the claim. If the claim was justified, the Seller shall send the same product to the Buyer free of charge in the quantity claimed.

WITHDRAWAL FROM THE PURCHASE CONTRACT

The Buyer acknowledges that, pursuant to the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from the purchase contract:

on the supply of goods, the price of which depends on fluctuations in the financial market independently of the seller's will and which may occur during the withdrawal period,

on the delivery of goods that have been modified according to the buyer's wish or for his person

on the delivery of perishable goods as well as goods that have been irreversibly mixed with other goods after delivery,

on the delivery of goods in a sealed package, which the buyer has removed from the package and for hygienic reasons it is not possible to return it,

on the supply of audio or video recordings or a computer program if they have breached their original packaging,

on the supply of newspapers, periodicals or magazines,

on the supply of digital content, unless it was delivered on a tangible medium and was delivered with the Buyer's prior express consent before the withdrawal period has expired and the Seller informed the Buyer that he has no right of withdrawal in such a case.

Unless the case referred to in Article 5.1 or any other case where the Purchase Agreement cannot be withdrawn, the Buyer has the right to withdraw from the Purchase Agreement within fourteen (14) days in accordance with Section 1829 (1) of the Civil Code. from the takeover of the goods, and in the case that the subject of the purchase contract is several types of goods or delivery of several parts, this period runs from the date of receipt of the

last delivery of goods. Withdrawal from the contract of sale must be sent to the seller within the period specified in the previous sentence.

Withdrawal from the Purchase Agreement may be sent by the Buyer to the Seller's registered office or registered office. The provisions of Article 11 hereof shall apply to the delivery of withdrawal.

In case of withdrawal from the purchase contract according to Article 5.2 of the Terms and Conditions, the purchase contract is canceled from the beginning. Goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract to the Seller. If the buyer withdraws from the purchase contract, the buyer bears the cost of returning the goods to the seller, even if the goods can not be returned by its nature by normal mail.

In the event of withdrawal pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the withdrawal from the Purchase Agreement by the Buyer in the same manner as the Seller accepted them from the Buyer. The Seller is also entitled to return the performance provided by the Buyer upon returning the goods by the Buyer or otherwise, if the Buyer agrees and does not incur additional costs to the Buyer. If the buyer withdraws from the contract, the seller is not obliged to return the funds received to the buyer before the buyer returns the goods or proves that the goods sent to the seller.

The Seller is entitled to unilaterally set off the claim for compensation of damage incurred to the Goods against the Buyer's claim for refund of the purchase price.

Until the buyer accepts the goods, the seller is entitled to withdraw from the contract at any time. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by bank transfer to the account specified by the Buyer.

If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the proviso that if the buyer withdraws from the purchase contract, the gift contract for such a gift ceases to be effective. provided gift.

TRANSPORT AND DELIVERY OF GOODS

If the mode of transport is negotiated on the basis of a special request of the buyer, the buyer bears the risk and possible additional costs associated with this mode of transport. If the Seller is obliged under the Purchase Agreement to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take over the goods upon delivery.

In the event that due to reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in any other way than specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery of the goods, respectively. costs associated with other delivery methods.

When receiving the goods from the carrier, the buyer is obliged to check the integrity of the packaging of goods and in case of any defects notify the carrier immediately. In the event of a violation of the packaging, which indicates unauthorized entry into the shipment, the buyer need not take the shipment from the carrier.

RIGHTS OF DEFECTIVE PERFORMANCE

The rights and obligations of the contracting parties in respect of rights from defective performance are governed by the relevant generally binding regulations (in particular the

provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).

The Seller is responsible to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer has received the goods: the goods have properties agreed upon by the parties and, in the absence of an agreement, those properties described by the seller or the manufacturer or expected by the buyer with regard to the nature of the goods and the advertising they carry out, the goods are fit for the purpose stated by the seller or for which goods of this kind are usually used,

the goods correspond to the quality or design agreed upon in the agreed sample or model, if the quality or design was determined according to the agreed sample or model,

the goods are of an appropriate quantity, measure or weight, and

the goods comply with legal requirements.

The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price for a defect for which the lower price was agreed, to wear of the goods caused by its normal use, by the buyer or if it results from the nature of the goods.

If the defect becomes apparent within six months of receipt, the goods shall be deemed to have been defective at the time of receipt.

Rights from defective performance shall be exercised by the Buyer at the Seller's address, where acceptance of the complaint is possible with respect to the assortment of goods sold, possibly also at the registered office or place of business. The moment of claiming is considered the moment when the seller received the goods from the buyer.

Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the Seller's Complaints Procedure.

OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

The buyer acquires ownership of the goods by paying the full purchase price of the goods
In relation to the Buyer.

Out-of-court settlement of consumer complaints is provided by the seller via the e-mail address info@freecircle.li. The Seller shall send information about the settlement of the Buyer's complaint to the Buyer's email address.

The seller is entitled to sell goods on the basis of a trade license. Trade control is carried out within the scope of its competence by the appropriate trade licensing office. Supervision of personal data protection is performed by the Office for Personal Data Protection.

PROTECTION OF PERSONAL DATA

The protection of the personal data of the Buyer who is a natural person is provided by Act No. 101/2000 Coll., On the protection of personal data, as amended.

The Buyer agrees to the processing of the following personal data: name and surname, home address, identification number, tax identification number, e-mail address, telephone number (hereinafter collectively referred to as "personal data").

The Buyer agrees with the processing of personal data by the Seller for the purpose of realizing rights and obligations under the purchase contract and for the purpose of maintaining a user account. Unless the Buyer chooses otherwise, he agrees to the processing of personal data by the Seller also for the purpose of sending information and commercial communications to the Buyer. Consent to the processing of personal data in its

entirety pursuant to this Article is not a condition that would in itself preclude the conclusion of a purchase contract.

The Buyer acknowledges that he / she is obliged to state his / her personal data (upon registration, in his / her user account, when ordering from the web interface of the shop) correctly and that he / she is obliged to inform the Seller without undue delay of any changes in his / her personal data.

The Seller may authorize a third party to process the Buyer's personal data as a processor. Except for persons transporting goods, personal data will not be transferred to third parties without the prior consent of the buyer.

Personal data will be processed indefinitely. Personal data will be processed electronically in an automated manner or in printed form in a non-automated manner.

The Buyer confirms that the personal information provided is accurate and that he / she has been advised that this is a voluntary disclosure of personal information.

Should the Buyer believe that the Seller or the processor (Article 9.5) carries out the processing of his personal data that is contrary to the protection of the Buyer's private and personal life or the law, especially if the personal data are inaccurate with respect to for the purpose of their processing, it may:

ask the seller or processor for an explanation,
require the seller or processor to remedy the situation.

If the buyer asks for information about the processing of their personal data, the seller is obliged to provide this information. The Seller has the right to request adequate compensation not exceeding the costs necessary for providing the information pursuant to the previous sentence.

SENDING BUSINESS MESSAGES AND STORING COOKIES

The Buyer agrees to receive information related to the Seller's goods, services or business to the Buyer's email address and further agrees to receive commercial communications from the Seller to the Buyer's email address.

The buyer agrees to the storing of cookies on his computer. If it is possible to make a purchase on the website and fulfill the seller's obligations under the purchase contract without depositing so-called cookies on the buyer's computer, the buyer may at any time withdraw the consent under the previous sentence.

DELIVERY

Notices relating to Seller-Buyer relationships, in particular concerning withdrawal from the Purchase Agreement, must be delivered by registered mail, unless otherwise specified in the Purchase Agreement. Notifications shall be delivered to the appropriate contact address of the other party and shall be deemed delivered and effective upon delivery by post, with the exception of the withdrawal notice made by the Buyer when the withdrawal is effective if the notice is sent by the Buyer within the withdrawal period.

Notification shall also be deemed delivered if it has been rejected by the addressee, not picked up during the storage period or returned as undeliverable.

The contracting parties may deliver standard correspondence to each other by electronic mail to the electronic mail address specified in the buyer's user account or specified by the buyer in the order, respectively. to the address on the seller's website.

FINAL PROVISIONS

If the relationship established by the purchase agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Liechtenstein law. This is without prejudice to consumer rights arising from generally binding legal regulations.

If any provision of the Terms and Conditions is invalid or ineffective, or becomes such, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Changes and amendments to the purchase contract or the terms and conditions require written form.

The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.

A standard form for withdrawal from the purchase contract is attached to the Terms and Conditions.

Seller's contact details: address for delivery of Wuhrstrasse 14 9490, Vaduz, Liechtenstein, e-mail address info@freecircle.li