General Terms and

Conditions

General Terms and Conditions of trade
GOBI Cashmere Europe GmbH

GOBI Cashmere Europe GmbH

GENERAL TERMS AND CONDITIONS (GTC) for orders via www.gobicashmere.com

For the business relations between *GOBI* Cashmere Europe GmbH (*GOBI*) and the purchaser of goods via the online sales platform at www.gobicashmere.com_as well as for all our deliveries and services, the following general terms and conditions (GTC) apply in their version at the date of the order. By using www.gobicashmere.com or placing an

order, you agree to these terms and conditions. Please read the terms carefully before placing your order. The European Commission provides a platform for out-of-court online dispute resolution (OS platform), available at http://ec.europa.eu/consumers/odr/

GOBI is not prepared to participate in dispute resolution proceedings before consumer complaints authorities. Only adults can place an order with us, who have a residential address in their respective countries and who do not place their order for their commercial or independent activities and for a third party. Entrepreneurs in the sense of § 14 BGB are not entitled to order. We expressly point out that we will not issue invoices as per § 14 UStG.

Conclusion of Contract and Delivery of Goods

1.1 Contracts on gobicashmere.com are concluded in the languages of our store regions.

- 1.2 The presentation of the goods on our website does not constitute a binding offer by *GOBI* to conclude a purchase contract.
- 1.3 The following are the steps for online orders;
 - Select goods
 - Enter your customer data: invoice address, delivery address, contact details including email and phone number
 - Select payment method
 - Check & verify info (name, address, method of payment, ordered items)
 - Send order
- 1.4 By submitting the order form provided on our website by clicking the "Send order" button, you submit a binding offer to conclude a purchase agreement with us. *GOBI* will send you an e-mail confirming the receipt of your order with us and the details of your order (order confirmation). This order confirmation does not constitute a declaration of acceptance of your contract offer, but serves merely for informational purposes.
- 1.5 The purchase agreement between you and *GOBI* comes into effect only if we explicitly declare the acceptance of the purchase offer or have confirmed the shipment of the goods by means of a separate e-mail.

- 1.6 If a delivery of the goods ordered by you is not possible, for example, because the goods ordered are not in stock, *GOBI will not* accept an acceptance declaration. A contract is not concluded in this case. GOBI will promptly inform you about this and reimburse any consideration already received. GOBI is only obliged to deliver from its stock of goods. We do not assume the risk of procuring an ordered product (procurement risk)
- 1.7 GOBI is entitled to refuse an offer without giving reasons, in particular if there is a reasonable suspicion that the goods purchased via the internet should be resold commercially.

2. Prices, Shipping and Shipping Costs

2.1 The prices stated in the offer at the time of the order apply. The prices quoted are final prices, that is, they include the respectively valid destinated countries' statutory VAT which only includes EU countries. The goods remain our property until the purchase price has been paid in full.

2.2 Due to the Brexit Transition Period coming to an end on December 31, 2020, the consignments of goods over £135 sold directly to customers in the UK requires the customer to pay any import costs, such as VAT, duties, and clearing fees. This limitation of £135 applies to the value of the whole consignment and not the individual goods it includes. This new UK VAT law is effective as of January 1, 2021.

2.3 SALES PROMOTIONS/ COUPON

At the end of GOBI's promotions or sales offers, any following offers may hold the same or similar sales amount or offered products. In addition, each can have a varying duration date with a differing sales concept.

2.4 Shipping costs

- Shipping cost within Germany is €5
- Shipping costs for European countries are €9 but when using
 DHL Express the prices may vary for each country.
- Shipping cost is €20 for non-EU European countries but with
 DHL Express it is €46
- Standard shipping costs for countries using PostNord as a last mile carrier are €15.

- Standard shipping to Russia costs ₽800 but when using DHL
 Express the prices may vary for Russian speaking countries.
- Shipping costs vary for other countries.
- 2.5 GOBI is responsible for the transportation of the products and for the transportation of the products with our logistic partners. Goods are ready for shipment within 1-2 working days of the order. Unless otherwise agreed, delivery shall be made within 1-5 business days to the delivery address indicated by the customer in EU and Non-EU countries may take up to 21 days. Shipment may be delayed in the following instances;
 - Payment has not been fully credited into our account
 - High risk of fraud or payment issue
 - Delivery address is missing/incorrect
 - Custom clearance payment process
- 2.6 Although we strive to ensure delivery within the specified time period, delivery may take longer due to unforeseen events such as, holidays and extraordinary workload.

- 2.7 For the rest of the countries, DHL express and standard shipments are used. DHL will forward your order to another logistics company in the destination country for last mile delivery.
- 2.8 If you would like to know more about our shipping policy, please click here.
- 2.9 If you have ordered several products at the same time, the individual products can be delivered at different times. Shipping costs are only charged once.

3. Payment

- 3.1 Payment method offering include;
 - Pre-payment (3.2)
 - Credit card (3.3)

We reserve the right not to offer certain types of payment and to refer to other payment methods. Please note that we only accept payments from

accounts within the European Union (EU). Any costs of a money transaction are to be borne by you.

- 3.2 If you choose the payment type "Pre-payment", we will tell you our bank account in the order confirmation. The invoice amount must be transferred to our account within 10 days.
- 3.3 In the case of purchase by means of a credit card, the charge of your credit card account will be carried out with sending the order by us.
- 3.4 If you are in default with a payment, you are obliged to pay the statutory interest for late payment at a rate of 5% above the basic interest rate. A reminder fee of € 2,50 will be charged for every reminder sent to you after the delay has occurred. You are entitled to prove that a much lower loss than the lump sum or no damage has been incurred.
- 3.5 You agree that you will receive invoices and credits only in electronic form.
- 3.6 Your order data will be stored by us within the scope of the legal regulations. You can print out the contract text of your order before sending your order to us by clicking on "Print" in the last step of your order. You will also receive an order confirmation with all the data given

by e-mail as well as a version of the sample revocation form, which can be printed.

The personal data that you send us by e-mail when you place an order will be processed exclusively for correspondence with you and only for the purpose for which you provided us with the data (E.g. data required for delivery to the shipping company, Data required for payment to the contracted credit institution).

4. COLOR DISCLAIMER

Due to the many variations in computer monitors and the different lightings for each setting (i.e., studio lighting vs. outdoor lighting), the colors of the product may appear differently. Monitors are not all calibrated equally and color reproduction on the Internet is not precise.

5.Legal Right of revocation

When purchasing GOBI products you have a legal right of revocation:

The right of revocation applies exclusively to consumers according to § 13 BGB. Consumers are any natural person who enters into a transaction for a purpose which cannot be attributed to their commercial or self-employed occupation.

We would like to inform you that you can obtain free return label provided from our return portal in EU, UK and Switzerland. To use our return portal please note: Order number/Delivery number= DEXXXXX UKXXXXX, PLXXXXXX, etc. and customer's email address.

Revocation Instruction

You have the right to revoke this contract within a period of fourteen days without giving reasons. The period of revocation shall be fourteen days from the day on which you or a third party you designate, other than the carrier, has taken possession of the goods or, in the case of partial deliveries, the last delivery. In order to exercise your right of revocation, you must contact

GOBI Cashmere Europe GmbH,

Genshagener Str. 27,

Halle 4,

14974 Ludwigsfelde

Germany

Phone: +49 (0) 33 7934 189 32

E-Mail: support-1@gobicashmere.com

about your decision to revoke this contract. You can use the enclosed sample revocation form. This is not mandatory. You may also electronically fill out and submit the sample revocation form or another clear statement via the contact form on our website If you use this option, we will immediately send you a confirmation of the receipt of your revocation (E.g. by e-mail). In order to keep the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of Revision

If you revoke this agreement, we shall have to repay you without delay and at the latest within fourteen days from the date on which the notification of your revocation of this contract has been received by us. For such repayment, we will use the same means of payment you used in the original transaction, unless you have expressly agreed otherwise. In no case, will you be charged for these repayment fees.

We may refuse the repayment until you have returned the goods or until you have proved that you have returned the goods, whichever is earlier.

You must return the goods to us immediately or in any case no later than fourteen days from the date on which you inform us of the revocation of this contract

The deadline is respected if you send the goods before the end of the deadline of 14 days. We will bear the costs of the return of the goods, if you use the return label provided by us for a return caused within Germany.

Otherwise the return costs are to be borne by you. You must pay for a possible loss of value of the goods only if this loss in value is attributable to a handling which is not necessary for the purpose of checking the nature, composition, characteristics and functioning of the goods.

Sample Revocation Form

If you wish to revoke the contract, please fill out this form and send it back to:

GOBI Cashmere Europe GmbH,

Genshagener Str. 27,

Halle 4,

14974 Ludwigsfelde

Germany

Phone: +49 (0) 33 7934 189 32

E-Mail: support-1@gobicashmere.com

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) /

• Ordered on (*) / received on (*)

- Name of the customer
- Delivery address
- Date of revocation
- (*) Delete as appropriate

End of revocation instruction

6. Repayments

Any repayments will be automatically made on the account you used for payment.

- Prepayment: the reassignment is directed to the account from which the transfer was made.
- Credit card: the refund will be made to the associated credit card account.

7. Customer Service

Our service is as follows:

GOBI Cashmere Europe GmbH,

Genshagener Str. 27,

Halle 4,

14974 Ludwigsfelde

Germany

Phone: +49 (0) 33 7934 189 32

E-Mail: support-1@gobicashmere.com

You can reach us from Monday to Friday from 8 am to 6 pm (except for legal holidays both in Germany and Mongolia). Calls from the German landline to the city rate, prices from the mobile network possibly differing (depending on the provider)

8. Statutory Liability for Defects, Legal Choice and Effectiveness

- 8.1 For all legal disputes arising from or in connection with the purchase agreement, German law shall apply exclusively, excluding the UN purchase law.
- 8.2 The place of fulfillment is Plattling, Germany.
- 8.3 Should one or more provisions be invalid, this shall not affect the validity of the remaining provisions.

9. Gift Policy

From time to time we run "Free Gift/Bundle" offers and promotions when you purchase qualifying items or place a qualifying order. These are the terms and conditions that govern those promotions:

- The gift/additional bundle item cannot be substituted for any other item, cash or credit.
- This offer is only available on orders placed here on our website, www.gobicashmere.com
- The gift/bundle promotion offer may not be used in conjunction with any other offer or promotion that we run on our website unless otherwise stated.
- The gift/additional bundle item will be dispatched with the relevant items from your qualifying order.
- If a customer wishes to return an order that included a gift/additional bundle item, please be sure to include the gift/additional bundle item with your return or your refund will be adjusted to deduct the retail value of the gift.
- This promotion or offer is valid within the dates as stated on the relevant page.
- In the event of any dispute, the decision of Gobi Cashmere is final.
- We reserve the right to amend these terms and conditions at any time. If we do this we will publish the amended terms and conditions on this page.
- A customer is not eligible for the gift/ bundle promotion by the sole purchase of a gift card. The customer can receive the

gift/bundle promotion by purchasing the gift card. Thus, only

the final receiver or user of the gift card is applicable for a gift.

• The customer can add the gift/additional bundle item to the

shopping cart himself and by doing so he agrees to our gift

conditions. We are not obliged to redeliver the gift/additional

bundle item or change/edit the order.

Providers and Contractors:

GOBI Cashmere Europe GmbH,

Genshagener Str. 27,

Halle 4,

14974 Ludwigsfelde

Germany

Phone: +49 (0) 33 7934 189 32

E-Mail: support-1@gobicashmere.com

Managing Director: Amarsaikhan Baatarsaikhan

Registered at the Cottbus District Court

HRB 12839 CB

VAT ID: DE 815655506

Date: 24.12.2019

About your decision to revoke this contract. You can use the enclosed sample revocation form. This is not mandatory. You may also electronically fill out and submit the sample revocation form or another clear statement via the contact form on our website. If you use this option, we will immediately send you a confirmation of the receipt of your revocation (E.g., by e-mail). In order to keep the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Shipping and Return

Policy

Shipping Policy

Order Processing

- All our orders are fulfilled and shipped from the warehouse of our 3PL partner, Alt FineCom Finishing-eCommerce-Logistics
 GmbH, in Germany and take 1-2 business days from the date that the carrier picks up the fulfilled orders from our warehouse.
- An order confirmation email will be sent after the customer makes the order, which includes an invoice and our terms and policies.

- A shipping confirmation email will be sent once the order is fulfilled and ready to be handed over to the transportation carrier. This email will include tracking number for shipping, our return policy and further instruction to follow for the return process (return portal and return label).
- The order can be tracked <u>here</u> on either DHL or designated countries' last mile carrier websites if you are ordering from countries that are on 7Senders carrier list.

Delivery Prices

- The shipping cost within Germany is €5.
- Shipping costs for European countries are €9 but when using
 DHL Express the prices may vary for each country.
- Shipping cost is €20 for non-EU European countries but with
 DHL Express it is €46
- Shipping costs for countries using PostNord as a last mile carrier are €15

Delivery Method

 We partner with 7Senders and DHL for all our deliveries, and all orders are handed over to last mile carriers.

Last mile carriers with 7Senders:

1. Austria: DHL/DPD AT

2. Belgium: Bpost

3. France: Colissimo

4. Ireland: AnPost

5. Italy: BRT IT

6. Poland: Poczta Polsk

7. Spain: SEUR ES

8. Sweden, Denmark and Finland: PostNord

• (Please note : PostNord will only deliver to a pick-up point.)

Customs and regulations

Within EU

There are no customs duties, no additional fees other than the shipping cost to be paid when ordering from within the EU.

The quoted final prices will include the VAT of the destination country.

Outside EU

In some countries outside the EU, customs charges must be

paid by the customer before shipment is delivered. The quoted final prices will not include the VAT or GST.

The charges might include import duties, import VAT, customs clearance charges and other applicable charges.

These fees shall be handled by the customers and please note that the company has no authority over the customs and duty taxes.

Delivery Period

- Please note that the due date of delivery may be extended due to COVID-19 restrictions and regulations. In this case, the extended due date shall not be considered as "delayed delivery" due to circumstances being beyond our control.
- Under the normal circumstances, products will be packed and handed over to our logistics partner within 2 working days.
- The actual delivery time of the parcel varies between 1-14
 business days within EU and deliveries to non-EU countries
 can take up to 21 business days depending on the destination.
- Please understand that GOBI Cashmere Europe GmbH don't do last mile delivery ourselves but has partnership with delivery companies and therefore in some cases our partners

due to unforeseen circumstances may take a bit longer than expected.

Special Orders

 In rare cases, due to the German customs laws international orders that are above 1,000€ may be delivered in multiple packages at different times.

Returns

Return Policy

- Returns are eligible up to 14 days, the return eligibility date will start once the customer receives the delivery.
- In order to speed up the return and refund process, please
 follow our official return process as returns that didn't follow
 our official return process will take longer to be processed and

refunded. We offer free return within the EU, UK and Switzerland.

We offer free return within the EU, UK and Switzerland.

Return Eligibility

- Products must be returned undamaged in its original condition and packaging (includes tag). If the goods are returned worn or used (does not apply to trying on), a refund is not possible.
- For health and hygiene reasons, we cannot exchange or refund face masks unless they are defective.
- If your product develops a fault within 14 days of having received your order, please contact customer service with proof of purchase and we'll exchange or refund it.
- Not accepted returns will be sent back to the customer and the delivery cost will be covered by the customer

Gift/Bundle with Purchase

- Returning an order that included a gift/ bundled additional item? Please be sure to include the gift/ additional item with your return, or your refund will be adjusted to deduct the retail value of the gift.
- At the end of GOBI's promotions, coupon, gift, bundle, sales
 offers, any following offers may hold the same or similar sales
 amount or offered products. In addition, each can have a
 varying duration date with a differing sales concept.
- To receive a gift/ additional bundle item, the customer should add it to the basket with the selected item, otherwise, the gift/ additional bundle will not be shipped together. GOBI has no authority to ship the item/additional bundle item which was not on the final placed order.

Return Delivery

- Until the delivery to our warehouse the parcel remains under customers responsibility. Please keep the proof of postage.
- If you have used DHL express to receive you order and want to return it, please contact customer service at support-1@gobicashmere.com.

Return Process

1. If you wish to return your product(s), please visit our return

portal(link below);

2. Order number/Delivery number

3. Select which product(s) you want to return.

4. Please choose the reason for the return.

5. After completing these steps please download your return

label.

6. Print out the Label and place it on the shipping box (please

make sure to remove any other labels and stickers from the

box).

7. Returned items will be inspected by our Quality Control Team

and the approval notice will follow.

8. If approved for a refund, the amount will be debited from us on

the same business day and will be credited to the customer's

account within 3-5 business days (Different bank institutions

may vary).

Return Portal: https://www.gobicashmere.com/pages/return-portal

Refunds

- Once returned product is inspected and accepted, the full refund will be issued in the form of the original payment method customer has used to proceed the purchase.
- In case of a return of the complete order, the shipping cost (if charged) will be refunded as well.
- If you have used DHL express to receive you order and want to return it, please contact customer service at support-1@gobicashmere.com.
- If your payment was made with one or more gift cards and a credit card, we will refund the gift card you entered first at checkout, then your payment card.

Klarna Returns

Please note that orders placed using Klarna cannot be refunded onto a store credit/gift card

Exchanges

Unfortunately, we do not offer an exchange, you can simply return the item and place a new order with us.

Lost Parcel

 In case of a lost parcel, GOBI Cashmere will conduct an investigation process to DHL and 7Senders. Please contact our customer service team.

Privacy Policy

Privacy Policy

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from www.gobicashmere.com (the "Site").

Personal information we collect

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information".

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit http://www.allaboutcookies.org.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.

- "Web beacons", "tags", and "pixels" are electronic files used to record information about how you browse the Site.

Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers [Apple Pay,] [Google Checkout,] [Paypal,] [Stripe,]), email address, and phone number. We refer to this information as "Order Information".

When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Order Information.

GDPR Compliance Statement

GOBI Cashmere Europe GmbH respects and complies with the EU General Data Protection Regulations (GDPR).

How do we use your personal information?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- Communicate with you
- Screen our orders for potential risk or fraud; and
- When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

Sharing your personal information

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use Shopify to power our online store--you can read more about how Shopify uses your Personal Information here:

https://www.shopify.com/legal/privacy. We also use Google Analytics to help us understand how our customers use the Site -- you can read more about how Google uses your Personal Information here: https://www.google.com/intl/en/policies/privacy/. You can also opt-out of Google Analytics here: https://tools.google.com/dlpage/gaoptout.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

Behavioural advertising

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's

("NAI") educational page at

http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work.

You can opt out of targeted advertising by using the links below:

- Facebook: https://www.facebook.com/settings/?tab=ads
- Google: https://www.google.com/settings/ads/anonymous
- Bing:

https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads

Remarketing / Retargeting

This website uses Google's Retargeting technology ("Google"). This makes it possible for visitors of our Internet pages to address specifically with personalized, interest-related advertising, which have already been interested in our shop and our products. The advertising media is displayed on the basis of a cookie-based analysis of the past usage behavior, but no personal data are stored. In the cases of retargeting technology, a cookie is stored on your computer or mobile device in order to record anonymised data about your interests and thus adapt the advertising individually to the stored information. These

cookies are small text files that are stored on your computer or mobile device. You will see advertisements that are highly likely to match your product and information interests. You can permanently deny the setting of ad-serving cookies by downloading and installing the browser plug-in available

https://www.google.com/settings/ads/onweb/&https://www.google.com/settings/ads/onweb/

For further information and privacy policy regarding advertising and Google, please

"http://google.com/privacy/ads/" & "http://google.com/privacy/ads/"

Social Media

On our pages you will find plugins of social networks Facebook, Twitter, YouTube, Google-plus and Instagram. You can recognize these plugins by clicking on the corresponding characters at the bottom right. When you visit a corresponding website that contains such a plugin, the data exchange with servers of the aforementioned social media services occurs. If you do not want these services to link and merge the information with their data, you must log out to the social media providers before visiting our website.

Rakuten Marketing

We use Rakuten Marketing to analyze your behavior, determine with precision your interests so we can provide you with relevant advertisements. For more information on how Rakuten Marketing uses your data, please refer to:

https://rakutenmarketing.com/en-uk/legal-notices/website-privacy-policy

Do not Track

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

Your Rights

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information

be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above.

Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

Data Retention

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

Changes

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

Minors

The Site is not intended for individuals under the age of 18.

Contact Us

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at support-1@gobicashmere.com or by mail using the details provided below:

Gobi Cashmere

GOBI Cashmere Europe GmbH, Office & Logistics Center, Genshagener Str. 27, Halle 4, 14974 Ludwigsfelde, Germany