

General Terms and Conditions

General Terms and Conditions of trade

GOBI Cashmere Europe GmbH

GENERAL TERMS AND CONDITIONS (GTC) for orders via

www.gobicashmere.com & www.gobicashmere.com/de

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 Germany 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.

1. CONCLUSION OF CONTRACT AND DELIVERY OF GOODS

1.1 Contracts on gobicashmere.com are exclusively concluded in German language.

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 and delivery address
- 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 German statutory VAT. The goods remain our property until the purchase price has been paid in full.

2.2 The shipping cost within Germany is €5. Cost within other European countries €9, within non- EU European countries €20. Shipping varies for other countries.

2.3 The shipping within Germany is carried either by DHL standard or DpD standard. *GOBI* is responsible for the transportation of the products. Goods are ready for shipment within 1-2 working days of the order. Unless otherwise agreed, delivery shall be made within 1-5 working days to the delivery address indicated by the customer. 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

2.4 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. In the unlikely event that the delivery takes longer than two weeks, you can cancel the order.

2.5 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 proof 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. 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 in advance that you can use the return label in the case of a return of goods, which you can print out from your customer account. If you have trouble downloading the return label, or if you need a new return label, you can request it via our customer support department (contact details below). Please help us return and refund your products by following the official return process with the return label.

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,
Office & Logistics Center,
Am Airport 1
12529 Schönefeld
Germany
Phone: +49 (0) 33 7934 189 32
E-Mail: infoshop@gobi.mn

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,
Office & Logistics Center,
Am Airport 1
12529 Schönefeld
Germany
Phone: +49 (0) 33 7934 189 32
E-Mail: infoshop@gobi.mn

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

5. 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.

6. CUSTOMER SERVICE

Our service is as follows:

GOBI Cashmere Europe GmbH,
Office & Logistics Center,
Am Airport 1
12529 Schönefeld
Germany
Phone: +49 (0) 33 7934 189 32
E-Mail: support-1@gobicashmere.com

You can reach us from Monday to Saturday from 11am to 6pm (except Tuesday & legal holidays). Calls from the German landline to the city rate, prices from the mobile network possibly differing (depending on the provider)

7. STATUTORY LIABILITY FOR DEFECTS, LEGAL CHOICE AND EFFECTIVENESS

7.1 For all legal disputes arising from or in connection with the purchase agreement, German law shall apply exclusively, excluding the UN purchase law.

7.2 The place of fulfillment is Berlin.

7.3 Should one or more provisions be invalid, this shall not affect the validity of the remaining provisions.

PROVIDERS AND CONTRACTORS:

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12529 Schönefeld
Germany
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