



Terms & Conditions

www.coolala.fr is the website owned and operated by coolala GmbH, Kaulbachstrasse 33-35, 12247 Berlin, Germany (hereafter also referred to as “coolala,” “we,” or “us”).

When you order a product through this website, a purchase contract is made between you and coolala, the terms and conditions of which are governed below. Please read these terms and conditions thoroughly before you order our goods online via the coolala website (see section 17 below).

These terms and conditions shall apply to all offers and contracts related to the sale and shipment of goods by coolala. You not only agree to these terms and conditions when you place an order through our coolala website, but also when you accept a coolala offer by other means. Deviations from these conditions of purchase shall only be possible if we have agreed to such deviations separately in written form.

These terms and conditions shall apply to all our products, whether completely created only by coolala, i.e. fully designed by coolala (“coolala products”) – or, though designed by coolala, they have been customized or modified by you as desired through a choice of materials or colors (“coolalayer products”). “coolalayer products” are created by selecting a coolala-designed product and customizing it using the coolalayer customization tool. Customizing means that you can add your name, a number or text, for example, to the product. You can also change details of your coolalayer products or design them yourself by choosing your own colors or materials.

Purchase Terms

1. What requirements must you fulfill to conclude a contract with coolala?

1.1 You must be at least 18 years of age.

1.2 You guarantee that the information provided by you in the request or in the order is accurate and complete.

1.3 You may place orders through our website solely as a consumer, not as a reseller.

2. How is the contract concluded between you and coolala?

2.1 When purchasing a standard product:

Information on the website merely represents an invitation to submit an offer, meaning this

information is neither an offer, nor does a legally binding contract come about through your order. You therefore agree that your order represents an offer of purchase of the products listed in your order.

coolala always reserves the right to verify an order in advance and/ or refuse to accept an order without providing reasons and with no liability to you or any third parties. Should coolala not confirm your order within ten business days, it shall be considered rejected.

All orders submitted by you are subject to approval by coolala. We reserve the right to accept or reject your order at our discretion. For example, we shall not accept your order in the following cases:

1. if we do not receive authorization for your payment,
2. if shipping restrictions apply to a product,
3. if products appear on the website that are no longer available,
4. if products displayed on the website mistakenly reveal errors, such as an incorrect price or a wrong description,
5. if it is suspected that the order was generated by automated means such as robots or similar software.

After placing your order, i.e. your offer, we will send you an order confirmation via e-mail with your order number and details of the products you have ordered from us, as well as details of delivery.

The acceptance of your order and the conclusion of a contract for the purchase of coolala products between you and coolala shall only take place after you have:

- i. either received an e-mail from coolala confirming the shipment of standard products from our warehouse, or
- ii. received confirmation from the carrier that coolala products are ready to be picked up (in case you have selected the option to pick up the products at the office of a carrier, or if the carrier stores the coolala products at the pick-up location).

2.2 If you want to purchase a coolalayout product:

Once you have placed an order to purchase customized products (coolalayout products), we will send you an order confirmation via email. The acceptance of your order and the conclusion of a contract between you and us for the purchase of customized coolalayout products shall take place the moment you receive the confirmation of your order from coolala.

3. Can you cancel your order?

Due to the immediate processing of your order we cannot accept a cancellation.

4. When do you take ownership?

coolala retains ownership of the delivered products until you have paid us in full all outstanding amounts that you owe coolala within the framework of all arrangements and agreements. This also includes the payment of costs from earlier or later deliveries or split deliveries. You may not sell, divest, or mortgage these products before full title of ownership has been passed to you.

5. What is included in the purchase price?

All stated prices are quoted in euros (EUR) and include statutory VAT. coolala at any time reserves the right to change or impose restrictions on prices and products, special offers or discounts prior to any order placed by you, or to terminate such actions.

6. Shipping costs

coolala calculates the shipping costs. The shipping costs shall depend on the product and the shipping method ("standard shipping", "express delivery", "international shipping", "customized coolalaya products shipping", "combined shipping – coolala products and customized coolalaya products").

Further details on the costs can be found on our website. These costs shall be calculated separately and added to the total amount of the order.

7. Methods of payment

Please check our website for information on the available payment methods.

coolala conducts an individual credit check that is consistent with the coolala privacy policy. Depending on the outcome of this review, coolala reserves the right to exclude certain methods of payment.

8. Do you receive an invoice?

We reserve the right to decide whether to issue an invoice, unless we are legally required to do so. coolala reserves the right to issue electronic invoices, which you hereby agree to.

9. What conditions apply to a customized product (coolalayo product)?

To customize your product, you can add your own text, name, number, or give free rein to your creativity. We reserve the right to remove inappropriate language and characters or brand names. Please also note that some special characters are not supported by our system.

We ask that you do not use any names, words or phrases that:

- consist of the name of a product, service, business, organization or event that is owned by a third party or that contains such a name,
- consist of or include the name or nickname of a prominent person (deceased or alive),
- constitute or could constitute a violation of third party trademark rights or other intellectual property rights,
- contain threats, incite violence, are defamatory, obscene, discriminatory, inflammatory, sexist, sexually explicit or otherwise unlawful.

coolala reserves the right to reject also those names, words or slogans (or combinations thereof) that coolala deems inappropriate for other reasons. This shall result in the cancellation of your order. In addition, coolala is entitled in this case to demand compensation equal to the value of the products ordered.

By placing an order for your customized products (coolalayo products), you agree to the following:

1. You confirm and guarantee that any names, words or slogans that you use, upload, post or otherwise make publicly known through the customized product do not fall into any of the above categories.
2. You permanently release coolala from any liability for all costs, expenses, damages, losses and liabilities arising as a result of the use of any names, words, or slogans that you have used, uploaded, submitted, reproduced or otherwise made public (including the wearing of your customized products).
3. You grant coolala a non-exclusive, irrevocable, royalty-free, worldwide, fully sub-licensable right to use, reproduce, disclose and modify the names, words and phrases you submit for the purpose of fulfilling your order.

Please note:

Insofar as the order contains products which have been manufactured or processed according

to your distinct specifications (customized *coolalayout* products), you shall not have any time for reflection, no right of revocation, no right of return and no right of termination (Section 312g para. 2(1) German Civil Code – BGB).

10. How is shipping handled?

coolala shall deliver to the home or office address you specified as the delivery address. Deliveries shall be made to your place of residence or to the location of our coolala warehouse on business days that are not public holidays. Please note that public holidays may vary depending on the country, state and year.

Please note that the delivery times are not binding and therefore cannot be regarded as definitive deadlines. The mere fact that a delivery date is not met does not give you the right to compensation.

Customized products (*coolalayout* products) have different delivery periods. It takes some time to customize or process a product according to your unique wishes. We would therefore like to emphasize that customized *coolalayout* products are shipped separately from any other products you may have ordered, and that the delivery of these takes approximately 5-6 weeks.

coolala is entitled, insofar as is reasonable and possible, to make split deliveries so that you receive the ordered products as soon as possible. There are no additional costs for these split deliveries. However, in the event that you yourself have requested that coolala deliver the orders in parts, coolala can charge you for the additional shipping costs. Each split order shall constitute an offer for a single purchase contract.

Should coolala no longer be able to deliver the ordered products after conclusion of the purchase contract and is not responsible for this situation, coolala is entitled to cancel the purchase contract. coolala will of course inform you immediately of such a situation and refund any payments already made.

11. What quality do we deliver?

coolala controls the quality of the products. Should you nevertheless notice slight deviations – e.g. the color – these may be due to technical reasons of image reproduction. coolala is not liable for such deviations.

12. How are our products to be maintained?

Please refer to the wash and care instructions printed on the product as well as on the hangtag. coolala is not liable for damages resulting from incorrect handling of products or from a violation of these care instructions.

13. Your legal right of withdrawal

13.1 Information about the right of withdrawal:

RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period shall be fourteen days from the date you or a third party named by you, who is not the carrier, have/has taken possession of the goods, or (in the case of a contract for multiple goods that you have ordered in the context of a single order and which are being shipped separately) the last good, or (in the case of a contract for the delivery of an item consisting of multiple split deliveries or items) the last split delivery or the last item.

In order to exercise your right of withdrawal you must notify us (coolala GmbH, Kaulbachstrasse 33-35, 12247 Berlin, Germany) of the withdrawal from the contract by means of a clear statement (for example a letter sent by post, fax, or e-mail). You may use the sample withdrawal form attached as Appendix 1 to these general terms and conditions, but this is not mandatory.

In order to meet the withdrawal period deadline, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiration of the withdrawal period.

If you withdraw from this contract, we shall reimburse all payments we received from you, including shipping costs (with the exception of additional charges arising from you choosing a different shipping method from the least expensive standard shipping offered by us), immediately and at the latest within fourteen (14) days from the date on which the notification of withdrawal from this contract was received by us. For this reimbursement we will use the same method of payment that you used in the original transaction, unless otherwise agreed upon with you; you will not be charged any fees for such a reimbursement under any circumstances. We may withhold reimbursement until we have received the returned goods or until you have provided proof that you have returned the goods.

You must return or transfer the goods to us (coolala GmbH, Kaulbachstrasse 33-35, 12247 Berlin, Germany) without delay and in any event not later than fourteen (14) days from the

date on which you inform us of the withdrawal from this contract. The deadline is deemed to be met if you send the goods before the deadline of fourteen (14) days expires.

The direct costs (for example postage) of the return shipment shall not be borne by coolala but rather by the buyer, according to Art.246a section 1(2) line 1 number 2 EGBGB. You must also pay for any loss of value of the goods, if this loss of value is due to an unnecessary or improper handling of the goods to ascertain the nature, characteristics, and functioning of the goods; this means that the clothes must be sent back unworn (only tried on to verify correct size and fit), with original labels affixed and packed sufficiently. We recommend using the original packaging with all packaging components and to keep the proof of delivery. We also ask that you do not send return care of delivery as you are legally obligated to bear the costs of returning the goods, and we will otherwise bill you for these and withhold them from the amount to be reimbursed.

You do not have a legal right of withdrawal for contracts regarding:

the delivery of goods made to your specifications or clearly tailored to personal needs (coolalaya products), and/or

the delivery of goods that are not suitable for return for health or hygiene reasons and where a seal was removed after delivery.

13.2 How can you exercise your right of withdrawal as simply as possible?

A simple (but not mandatory) way to exercise your right of withdrawal is one of the following options:

- a. Complete the withdrawal form in Appendix 1 to these terms and conditions (or draft another unequivocal statement), include it in the package used to return the products (which pertain to the contract you wish to withdraw from) to us and send the package to us in accordance with the return policy guidelines outlined in section 14.
- b. Complete the withdrawal form in Appendix 1 to these terms and conditions (or draft another unequivocal statement), and send this to us by mail to coolala GmbH, Customer Service, Kaulbachstrasse 33-35, 12247 Berlin, Germany.

14. How and when do you send back coolala products?

14.1 To return a coolala standard product, please follow the steps outlined in the "Returns" section of our website.

14.2 In the case of a customized coolalayo product, coolala cannot accept returns of customized products (coolalayo products), except in the case of manufacturing defects, since customized products are made exclusively for you. If your coolalayo product has a defect, please contact us for return instructions.

15. Is there an exchange policy?

coolala does not provide a direct exchange of products. If you want to exchange a product, please return it for a refund and place a new order. To receive a refund for a product return, this return must be in accordance with our returns policy guidelines.

16. What about defective products?

Quality is paramount for coolala. All products are carefully checked. Damaged or defective items are a rare exception, and not just because coolala is required by law to ensure that the goods comply with the purchase agreement.

Returned products are inspected by coolala quality assurance. If the defect results from a manufacturing error or noncompliance with product specifications, the purchase price shall be refunded. We commit ourselves to fully refunding the costs of any defective products.

If the problem was caused by circumstances other than deficiencies in materials or workmanship, the original product will be returned to you. We do not refund products that are:

- obtained from a source other than the website,
- damaged by improper handling or negligence (e.g. through contact with chemicals, paint, fire, heat, sharp or pointed objects),
- damaged by misuse or activities other than the intended purpose.

Please note the life expectancy of any coolala product depends on the individual using the product, the conditions of use and the characteristic product use of each individual. If our products have been damaged by use or wear and tear, or if the reasonable lifespan of a product has been exceeded, no return is possible.

Our customer service is available to assist you. Please don't hesitate to contact us at any time with your questions and comments. Call us at +49 (0) 30 24379458 or send us an e-mail to customercare@coolala.fr.

Website

17. What are the terms for accessing this website?

Please read the "terms and conditions for use of the website" carefully before using this website and other coolala content on social media sites, including (but not limited to) Facebook Instagram and Twitter (collectively: the website). These "terms and conditions for use of the website" shall apply to all access to the website as well as to the content (as defined below), information, recommendations, products, and services offered to you on or through the website. By visiting and using this website, you fully agree to these "terms and conditions for use of the website" and all other laws or regulations applicable to the website and the internet. If you do not agree with these "terms and conditions for use of the website," we ask that you please leave the website.

18. Are you allowed to use the content of the website?

All elements ("content") of the website, e.g. texts, logos, symbols, trademarks, graphics, photographs, images, pictures, videos, audio recordings, illustrations and software are the property of coolala GmbH or third parties, whose products or services contribute to the website on behalf of coolala. All elements of the website, including the design, may be protected as intellectual property by copyright, privacy rights, patent rights, trademarks and laws. An element of the website or its contents may not be duplicated or distributed in any form whatsoever except as expressly approved by coolala in a written agreement and on an individual basis. The website, its content and all associated rights shall remain the sole property of coolala GmbH and the third parties described above unless otherwise expressly agreed upon. All such rights are reserved.

You may not use the website to post or distribute user-generated content (as defined below) that is unlawful or that constitutes or could constitute a violation of any third-party intellectual property rights, or that is threatening, false, misleading, inflammatory, defamatory, intrusive into privacy, obscene, pornographic, insulting, discriminatory or that could constitute or encourage behavior that may appear criminal, violate third-party rights or otherwise could lead to civil liability or violate laws. coolala may deny you access to the website at any time and by its sole discretion. It may also be the case that coolala believes that your use of the website constitutes a failure to comply with these "terms and conditions for the use of the website" and/ or applicable laws.

In addition, you are prohibited from using the website to operate or conduct commercial advertising.

19. What do you need to know about our copyright and trademark rights?

The copyright for all content is and remains the property of coolala GmbH. You are only authorized to view, play, print, and download content found on the website for personal, non-commercial informational purposes only. You are not authorized to modify or duplicate, distribute, transmit, publicly display, publicly perform, reproduce, publish, license, create derivative works from, transfer or sell any content. You may not reuse any content or use it on other websites or in networked computer environments without the prior written consent of coolala. You may not remove any copyright, trademark or other proprietary notices regarding the intellectual property of the content you find on the website.

In the event that you download software (including, for example, screensavers, smartphone applications, icons, videos, and wallpapers) from the website, you will be provided with the software, including any files, integrated or software-generated images, and data that is part of the software (collectively: "the software"), under the license of coolala. coolala shall not transfer the right to the software. Even if you own the medium on which the software is stored, coolala retains the sole rights to this software and all related intellectual property rights. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-readable form.

All trademarks, service marks, logos, and brand names that can be seen on products of coolala GmbH, product packaging, and/ or the website, regardless of whether they are registered or not (the "trademarks"), shall remain the sole property of coolala GmbH, protected by applicable trademark rights and contracts. You shall not use, copy, reproduce, republish, upload, send, share, disseminate or modify the trademarks in any form whatsoever, including in notices or in advertisements used to sell materials on the website without the prior written consent of coolala. The use of any trademark on/ in another website or networked computer environment, such as, for example, the storage or reproduction of the website (or parts thereof) on any external website, or the creation of links, hypertext-links, or deep-links between the website and another website is prohibited without the express written consent of coolala.

20. Is coolala liable for the website?

The website and its content are provided free of charge and on an "as is" basis. The information contained on the website is for general information purposes only and does not constitute a recommendation.

coolala provides no warranty as to the accuracy, timeliness and completeness of the information and services contained on the website, and does not warrant that the website or the server that makes the website available is free of viruses or other harmful components. Furthermore, coolala does not provide the specific IT-infrastructure or connectivity. Thus, coolala cannot assure and warrant that the website will be free of interruptions or errors.

coolala expressly makes no representations or warranties regarding the use of the content of the website in terms of its correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise, and in each case to the fullest extent permitted by applicable law.

Your use of the website is at your own risk. Neither coolala, its management nor its employees or agents or any other party involved in the creation, production, or provision of the website shall be liable for any direct or indirect consequential or other damages resulting from the use or inability to use the website's content, including viruses, inaccurate or incomplete information, or damages otherwise arising out of or in connection with these "terms and conditions for the use of the website", even if coolala has been advised of the possibility of such damages.

For the purposes of user-friendliness and to improve the use of the website, links may be provided to websites that are owned and controlled by third parties. These links will redirect you to areas that are outside of coolala's service platform and beyond our control. This includes links to partners who are entitled to use the trademarks as part of a co-branding agreement. The websites to which you may be referred have their own separate terms and conditions and privacy policy guidelines. coolala is in no way responsible for the content and activities of these websites and cannot be held liable for them. Your visit to or access to these websites shall thus take place at your own risk.

Please note that these other websites may send their own cookies to users, collect data or request personal information. Therefore, we recommend that you read the terms of use and/or privacy policy guidelines before using these websites.

21. When you send "user-generated content" to coolala/ the website:

All opinions, remarks, comments, illustrations, graphics, photographs, links, questions, suggestions, information, videos and other materials that you or any other user of the website send to or transmit through the website (user-generated content) are considered non-confidential and unprotected information. Accordingly, coolala has the non-exclusive, royalty-free right to use, reproduce, distribute and disclose to third parties any user-generated content for any purpose, through any medium and worldwide (license grant). You acknowledge and agree that coolala only acts as a passive platform for the publication of user-generated content and is not responsible or liable to you or to any third party for the content or accuracy of the user-generated content. coolala will not continuously monitor the user-generated content published by you or modified by users, nor is coolala obligated to do so. Without limiting the generality of the above points, you acknowledge and agree that any remarks, opinions, comments, suggestions, and other information expressed or contained in user-generated content do not necessarily constitute coolala's point of view. Any use of user-generated content is entirely at your own risk. You represent and warrant that any user-generated content sent or

transmitted by you is original to you, and does not represent a copy of third party works or otherwise violate any intellectual property rights, the right to privacy or the privacy rights of third parties, and does not contain any defamatory or disparaging remarks. You further confirm and warrant that you have the authority to grant the license referred to in this paragraph. You agree to permanently indemnify coolala against any liability for any costs, damages, losses or liabilities that coolala incurs in connection with any user-generated content that you send or transmit, or in connection with your use of the website.

coolala reserves the right, at its own discretion, to block or remove (in whole or in part) any user-generated content that you submit, if coolala deems it to be in violation of these "terms and conditions for use of the website" (including materials that infringe or may infringe on intellectual property rights, the right to privacy or the privacy rights of third parties), or is otherwise unacceptable to coolala.

You agree to promptly notify coolala in writing if you notice any user-generated content (or other content) that violates these "terms and conditions for use of the website". You agree to provide coolala with sufficient information to allow coolala to investigate whether such user-generated content (or other content) violates these "terms and conditions for use of the website". coolala affirms its best efforts to investigate complaints and take appropriate action at its own discretion. However, coolala does not warrant or declare that it will block or remove such user-generated content or other content (in whole or in part).

coolala will not review or accept any unsolicited submissions of ideas, inventions, designs or anything else related to coolala (including coolala products), regardless of what it is. Therefore you should not send any such materials to the website or to coolala in any other form.

22. How can you contact us?

If you have questions or comments about coolala's website or terms and conditions, or in the unlikely event that you wish to file a complaint, feel free to contact our customer service at any time by clicking [here](#) or sending an email to customercare@coolala.fr.

Alternatively, you can call us at this phone number +49 (0) 30 24379458.

You may also contact the following address in writing to conclude or execute the purchase agreement:

coolala GmbH
Customer service
Kaulbachstrasse 33-35
12247 Berlin
Germany

23. If these terms and conditions are contradictory to other statements

In the case of any contradiction between coolala's terms and conditions and any content contained in other parts of the website or in links, the coolala terms and conditions contained in this document shall always prevail.

24. Amendments to the coolala terms and conditions

We reserve the right to change these terms and conditions at any time.

The use of this website as well as any purchase agreement executed between you and us, shall be subject to the version of the coolala terms and conditions that is in force at the time you place the order through the website or the day you browse this website.

Please check the coolala terms and conditions periodically for any changes. The current version is indicated by the last revision date located at the bottom of the page.

25. Data protection

coolala fully respects the privacy of anyone who accesses or uses our website. For details on how we use cookies, what information we collect, how and for what purpose we use your information and under what circumstances we disclose information, please read our Privacy Policy and Cookie Policy, which are integral parts of these terms and conditions.

By placing a purchase order, you agree and accept that we may collect, use, store and process your personal information in accordance with our privacy policy.

26. Severance Clause

Each individual provision of the coolala terms and conditions is to be construed separately and independently of the others. If any provision is deemed invalid, void, or otherwise unenforceable, it will not affect the enforceability of the remaining provisions of these coolala terms and conditions.

27. Assignment and transfer

coolala reserves the right to assign, transfer, or renegotiate all our rights and obligations under the coolala terms and conditions or any part thereof. You may not transfer or otherwise assign your rights or obligations under coolala's terms and conditions without our written consent.

28. Events beyond our reasonable control

coolala cannot be held liable for any delay or failure to comply with our obligations under coolala's terms and conditions, if the delay or failure to comply is due to a circumstance beyond the control of coolala.

29. Governing law and jurisdiction

The terms and conditions of coolala are subject to German law.

The purchase contract is governed by German law under exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

You and coolala hereby submit to the non-exclusive jurisdiction of the German courts.

Last update: January 31, 2018

APPENDIX 1 to these general terms and conditions

"-----"

Sample withdrawal form

Delivered to

coolala GmbH

Customer Service

Kaulbachstrasse 33-35

12247 Berlin

Germany

I/We* hereby give notice that I/we withdraw from my/our contract for the purchase of the following goods */the provision of the following service* (*please describe*):

Ordered on*/received on*:

Name of consumer(s) and order number(s):

Address of consumer(s):

Date/ signature of consumer(s) – only when notified on paper

(* Please delete as appropriate.