

## **GENERAL TERMS & CONDITIONS**

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*General Terms and Conditions (last updated May 2018)*

The following Terms & Conditions apply to all visits and use of the JACK WOLFSKIN UK Online Shop. Please read these Terms & Conditions carefully before using this website and placing any orders of products from this website. By entering the website and/or ordering products from it, you agree to be bound to these Terms & Conditions in their entirety. You can click here to [print](#) or [download](#) a copy of the Terms & Conditions and we recommend you keep a copy of these Terms & Conditions for future reference.

This Website is operated by JACK WOLFSKIN Retail GmbH, a company with limited liability under German law, registered with the district court of Wiesbaden/Germany under Reg-No HRB 24710 with registered office at Jack Wolfskin Kreisel 1, 65510 Idstein, Germany, (hereinafter „We“, „Us“ or JACK WOLFSKIN).

## **ORDER PROCEDURE**

You may order from the JACK WOLFSKIN UK Online shop (hereinafter “online shop” or “website”) by either

- Internet: <https://jack-wolfskin.co.uk>
- Phone: [00800-96537546](tel:00800-96537546)

Our customer service centre is available for your questions, request and remarks on working days (i.e. Monday to Saturday, public holidays (UK) excluded) between 8 am and 10 pm (CET). Please always present your customer no. when contacting our customer service.

There is no minimum order value for shopping in our online shop. However, please consider that we will charge shipping costs for every order. For details on the shipping costs, please see [Shipping](#).

Please note, that by placing an order you confirm that:

- you are over 18,
- you are resident in the United Kingdom and
- all information provided to us are true, accurate and complete in all aspects.

## **TERMS OF DELIVERY**

We deliver to the following areas: England, Scotland, Wales, Northern Ireland, including islands such as the Hebrides, Shetland, Orkney, Isle of Scilly, Isle of Wight but excluding British Overseas Territories.

Upon your choice, deliveries will be made directly to your specified delivery address by either UPS or Parcelforce. Unfortunately, other forms of delivery such as

deliveries to post office boxes, poste restante deliveries as well as deliveries to any packing stations are not possible.

We use our best effort to deliver your order as a complete delivery. However, we are also entitled to perform partial deliveries as well. In the latter case, we will ship products that are available at the time of your order.

## **DELIVERY TIME**

In any case, we reserve the right to withhold the delivery of your ordered products, if not all of the previous deliveries have been fully paid for.

We always aim to deliver within the time indicated by us at the time of your order. However, delivery times depend on many various factors, e.g. the kind of article and way of delivery as well as the availability of products. Thus, we cannot guarantee any firm delivery dates.

Generally, the delivery time can be calculated with 3-4 working days for goods in stock upon receipt of your order that we have accepted.

Of course, we will inform immediately of any delays in delivery and provide estimation on the new expected delivery date. To the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

## **AVAILABILITY OF PRODUCTS**

Please consider the availability of products. E.g. "Ready for dispatch in 2 to 3 days" means that the products are ready to be shipped to your specified delivery address.

Please note that the availability of products may be restricted in cases of any special promotions and that in these cases we can only ship such products as long as there are on stock.

## **SHIPPING COSTS**

The postage and packaging charges for deliveries to the UK amount to GBP 3.95 for every online order. For orders exceeding an amount of GBP 75.00 we deliver free of charge.

With regard to partial deliveries, postage and packaging will only be charged for one delivery, subsequent deliveries are free of charge.

We deliver in our standard packaging. Any special packaging requested by you may be subject to additional charges.

## **LIABILITY**

We are shipping the ordered product(s) directly to your specified delivery address. All risk related to loss, damage or destruction of product(s) ("risk") is passed to you at

the time of delivery. Until then, JACK WOLFSKIN bears such risk. If the delivery is delayed or cannot be finalized, due to your responsibility (e.g. in case of default of acceptance), the risk is passed at the date when delivery would have occurred if you were not in default of acceptance.

In special cases, we reserve the right, to demand an affidavit regarding claimed incorrect or incomplete deliveries (including damages resulting from the shipment).

## **CONCLUSION OF CONTRACT**

Your placement of order by finalizing the checkout process on our Website constitutes your offer to conclude a contract about the ordered product(s). Upon transmission of your order, we will send you an email stating the confirmation that we received your order. This confirmation does not constitute an acceptance of your offer yet. Such acceptance will only be made by sending you an email stating that the ordered product has been shipped and will be limited to the products whose shipment we have confirmed or advised.

Please note that the presentation of product(s) in our online shop does not constitute a binding offer of JACK WOLFSKIN to enter in any sales contract.

JACK WOLFSKIN reserves the right to refuse entering into any contract with you. Reasons for refusing to enter into a contract may inter alia, be unavailability of product in stock, inability to obtain authorization for your payment.

## **RETURN POLICY**

### **Right to cancel**

If you wish to return our product(s) due to any reason, you have the right to do so within 14 days.

The cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the product (in case of multiple products ordered by you in one order, but delivered separately: the physical possession of the last products).

To exercise the right to cancel you may inform us (JACK WOLFSKIN Retail GmbH, Jack Wolfskin Kreisel 1, 65510 Idstein, Germany, email address: [eshop@jack-wolfskin.com](mailto:eshop@jack-wolfskin.com), Fax: 0049 (0) 6126 / 954 159) of your decision to cancel the concluded contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

You may use the attached non obligatory model cancellation form, but it is not obligatory. You can download the form [here](#). If you use this option, we will communicate to you an acknowledgment of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

Model cancellation form

To:

*Jack Wolfskin Retail GmbH*

*Jack Wolfskin Kreisel 1*

*65510 Idstein*

*Germany*

*e-mail: eshop@jack-wolfskin.com*

*Fax: 0049 (0) 6126 / 954 159*

I/We (\*) hereby give notice that I/We (\*) cancel my/our (\*) contract of sale of the following goods (\*).

Ordered on (\*)/received on (\*).

Name of consumer (s),

Address of consumer (s),

Signature of consumer (s) (only if this form is notified on paper)

Date

(\*) Delete as appropriate.

To exercise the right to cancel you may also simply return the product(s) by using the provided pre-printing labels.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel/return the product(s) before the cancellation period has expired.

### **Effects of Cancellation**

If you cancel this contract, we will reimburse to you all payments received from you including the costs of delivery (if any and except for supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you. Thus, you will receive a full refund (including delivery charges if the complete order is returned) provided that the product(s) are returned in their original condition (e.g. in their original packaging) and have not been damaged, contaminated, washed, excessively worn or altered in any way.

We will make the reimbursement without undue delay, and not later than

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) If there were no products supplied, 14 days after the day on which we are informed about your decision to cancel the contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the product(s) back or you have supplied evidence of having sent back the goods whichever is the earliest.

In any case, please use the provided pre-printed labels when returning the product(s). All returned products need to be sent to

Jack Wolfskin Retail GmbH

c/o Sovereign Speed

Unit B"X, Skyway 14

Calder Way

Colnbrook, Slough, SL3 0BQ

Great Britain

without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from your contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

We will bear the cost of returning the goods. You are only liable for any diminished value of goods resulting from the handling other than necessary to establish the nature, characteristics and functioning of the goods.

### **Faulty Product(s)**

We always aim to provide you only with top quality product(s) reasonably fit for the purposes for which products of the respective kind are usually supplied. However, if the received product(s) is damaged or faulty please contact Customer Service under [eshop@jack-wolfskin.com](mailto:eshop@jack-wolfskin.com) or via phone under: 00800-96537546.

We will ask you to return the damaged/faulty product(s) for inspection and we will either repair/ replace the faulty product(s) or fully refund you (including any delivery costs).

We will neither refund nor replace the product and send it back to you, when:

- the product was not bought on our Website

- the defect was caused by non-compliance with the respective care instructions stated in the product's care label or \* \* the product's packaging respectively.
- the defect was caused by abuse or negligence (e.g. chemical exposure, exposure to fire or heat, damages by sharp objects such as knives, metal wires, etc.)
- the defect was caused by an alteration of the product (e.g. tailoring)

Please note that we reserve the right to decline any claims for replacement/repair or refund with regard to any damages and/or defects caused by normal wear and tear or any damages/defects of products that have exceeded the reasonable product life.

Unless stated otherwise by binding UK law, our liability for defective products is limited to the purchase price of the defective product and, as the case may be, delivery charges. This limitation does not apply to our liability arising from (i) binding UK consumer protection laws, (ii) fraud, (iii) death or personal injury caused by our negligence or (iv) any circumstances under which an exclusion or limitation of liability would be illegal.

## **PRICES**

The prices shown on this website are quoted in Great British Pounds (GBP). All prices shown on this website include UK VAT as amended from time to time by UK VAT law. We shall not be bound to any falsely labelled prices. All prices exclude shipping costs, which will be added to the total amount due (if any).

## **PAYMENTS OPTIONS**

To ensure secure purchases from the online shop, we offer the following convenient payment options:

- Credit Card
  - Visa,
  - Mastercard,
  - American Express
- Instant transfer via [sofortbanking.de](https://www.sofortbanking.de)
- PayPal

To protect your personal details when paying online, we use approved encryption technology. All personal and transaction details entered on our website are transmitted to us encrypted by Global Sign/SSL (Secure Socket Layer) technology and treated confidentially. The green bar in the URL line of your browser indicates a secure connection and the complete encryption of all data.

## **CREDIT CARD**

You can pay simply and safely with your credit card on the JACK WOLFSKIN online shop. We accept Visa, MasterCard and American Express credit cards.

To protect against the misuse of data, we use 3-D Secure technology for credit card payments. This means that your payment is only authorized once you have authenticated it with your credit card provider using a personal password.

To place your order using a credit card, we require your card number, your credit card company, the validity period of the card and its CVC number.

## **PAYPAL**

For quick and easy payment, you can also pay via PayPal on the JACK WOLFSKIN online shop. If you select the PayPal payment option, you will be automatically taken to your PayPal page after clicking "Continue". There, you can pay using your email address and your password. Your PayPal account will be immediately debited with the relevant purchase amount.

You do have to be a registered PayPal customer to be able to use this payment method. Simply sign up for PayPal during the course of the payment process. You can link your PayPal account to your bank account or credit card. Your payment details will then be retained in your PayPal account and do not have to be entered for each new online purchase.

If you wish to set up a PayPal account, you can register here: [www.paypal.com](http://www.paypal.com)

## **INSTANT TRANSFER WITH SOFORTBANKING**

When paying by instant bank transfer, you can easily make the payment via your internet banking account when placing your order.

Using a secure payment transfer form that cannot be accessed by the retailer, Sofortbanking initiates an automatic transfer from your bank in real time. The purchase amount is directly transferred to the JACK WOLFSKIN Retail GmbH bank account.

To use Sofortbanking, all you need is:

- A bank account configured for Internet banking,
- Your account number and sort code,
- The PIN (personal identification number) and TAN (transaction number) for your online banking account,
- Further information needed for payment as defined by your bank

For more information, visit: [www.sofort.de](http://www.sofort.de).

## **DEFAULT IN PAYMENT**

If the issuer of your choice of payment (credit card, PayPal or Sofortbanking) refuses to authorize payment due to whatever reason, we will not accept your order. In such case we cannot be held liable for any delay or non-delivery.

## **INVOICES**

We reserve the right to issue our invoices only in an electronic format.

## **RETENTION OF TITLE**

JACK WOLFSKIN will remain the owner of the ordered products until you have paid all amounts due under any agreement in full.

## **DATA PROTECTION**

We take the topic of data protection very seriously and thus respect the regulations of the German Data Protection Act as well as other possible relevant national data protection laws. Find information on our Data Protection Regulations here: <https://www.jack-wolfskin.co.uk/data-protection>. We will be happy to send you these on request too.

## **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY**

Unless expressly stated otherwise, we are the owner or the licensee of all intellectual property rights of all contents on this website. The website and all contents are protected by national and international copyright laws. Your use of the website does not grant any rights to you with regard to copyrights, designs and trademarks.

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All trademarks, logos, trade names ("Trademarks") shown on the website belong and remain property of JACK WOLFSKIN, JACK WOLFSKIN group companies or licensors. The use of Trademarks of on any other website or the creation of any links whatsoever to another internet site is not permitted, unless JACK WOLFSKIN has granted an express written consent.

## **DISPUTE RESOLUTION**

In line with current regulations, we are required to make consumers aware of the existence of the European Online Dispute Resolution platform which may be used for settling disputes without the need to go before a court. This platform has been set up and is monitored by the European Commission. You can find the Online Dispute Resolution platform here: <http://ec.europa.eu/odr>.



Jack Wolfskin Retail GmbH is neither willing, nor obliged, to take part in dispute settlement procedures conducted by a consumer conciliation board.

## **DISCLAIMER**

Neither JACK WOLFSKIN nor any of its employees, directors, or agent, supporting JACK WOLFSKIN in creating or operating this website can be held liable for any direct or indirect damage (including any viruses or incompleteness or incorrectness on the website) that may result from the use or inability to use the contents of this website.

We will use all reasonable effort, to keep your payment details and customer account safe. Nevertheless, in case your payment details and/or customer account may be accessed and or utilized by any unauthorized third party, and such access/utilization is not caused by negligence of Jack Wolfskin, we will not accept any liability for any loss you may suffer from such an event.

JACK WOLFSKIN cannot be held liable for any failure or delay in performance caused by a Force Majeure Event, such as inter alia strikes, riot, war, fire, flood, earthquake. To the extent, this website contains links to third party websites, we have no control over any content for such links. Thus, we accept no liability for the content of these sites. Notwithstanding the above, nothing in this Terms & Condition shall limit our liability in case of death or personal injury caused by our negligence.

## **AMENDMENTS TO THIS TERMS & CONDITIONS**

Jack Wolfskin reserves the right to amend or supplement these Terms & Conditions and modify its content and structure at any time as required. The amended Terms & Conditions will be published on this page and we will disclose them to you in a convenient manner and will be deemed approved, if not challenged within one month upon disclosure.

You should therefore visit this webpage regularly in order to stay informed of the current status of the Terms & Conditions.

## **GOVERNING LAW**

These Terms & Conditions are governed by the relevant laws of the United Kingdom and any disputes that may arise shall be subject to the non-exclusive jurisdiction of the relevant United Kingdom courts.

## **SEVERANCE**

If any of these Terms & Conditions are found to be invalid or incomplete by any court, the remaining terms shall continue to apply.