

# General Terms and Conditions Hot Heels AG (Inc.)

## 1. Formation of Contract

**The contract shall be deemed to have been entered when you have dispatched your order via internet or other media. After dispatching the order you are, as a consequence, obliged to pay for the ordered items and to accept our delivery.** With the order you acknowledge expressly that you are of age and that you get the full extent of your order straight. Should there, however, be any questions regarding your order, please do not hesitate to contact us before dispatching your order.

**We are keen to assist our customers with a top-level service and to deliver all orders as soon as possible. As a consequence, we reserve and pack all items immediately after the receipt of your order or reorder the items directly from the manufacturer. In return, we just expect our customers to transfer or to pay the purchase price for the ordered items. As a consequence, orders cannot be cancelled retroactively. This term applies as well for orders against cash in advance.**

Orders by minors have to be dispatched by the legal agent. In the case that an order dispatched by a minor will not be authorized by the legal agent subsequently, we reserve the right to sue for compensation regarding the accrued expenses. Do not play a joke on us. We are a serious business and expect the same seriousness from our customers.

We reserve the right to reject orders without giving any reasons. In the case of such a rejection, customers do have no right to claim compensation from us. The rejection will be disclosed to the respective customer. Amounts already transferred by the respective customer will be refund without any deduction.

## 2. Price

The purchase prices already includes the VAT of 8.0%. Our VAT No is 695278. Possible custom duties have to be paid by the customer (except for deliveries within Switzerland or to Liechtenstein). Applicable for the orders are the purchase prices which are at the time of the respective order actual and applicable. These prices are binding for both parties and cannot be modified retrospectively.

## 3. Conduction of the Contract

We generally only deliver against cash in advance or transfer by credit card (in Switzerland and Liechtenstein is also "cash on delivery" and "purchase on account" possible). Details regarding these different methods of payment can be reviewed in section 9 of these terms and conditions.

**As far as the items are on stock at the time of your order, we will deliver the items immediately after receipt of your payment. When ordering online, you will always be**

**informed if the desired item (chosen color and size of the style model) is on stock during the selection of the respective item.** You will also be informed at which time a item will be in stock again, if we had to reorder the respective item (**Live inventory!**). Time limits for deliveries of items, which had to be reordered, has to be seen as mere estimate and are not warranted by us. Other items we kindly order for you and deliver them as soon as possible.

#### **4. Risk of Shipping**

The risk of loss or doom of the ordered items passes to the customer as far as the items are rendered for dispatch. When delivery is carried out by our courier DHL Express, the risk of loss or doom is underwritten. When delivery is carried out by the post, the items are not insured. However, a transport insurance can be contracted at the explicit request of the customer. Please contact us in this case right after the transmission of your order. The respective transport insurance is contracted at the expense of the customer.

#### **5. Defective Items**

With our quality control, we try hard to deliver only faultless items. Should, however, be delivered a defective item, we will replace the respective item. In the case of the delivery of a defective item you are obliged to contact us within seven days from the date of the delivery and to send us the defective item by post within the same time limit. We will then deliver you the faultless item as soon as possible. We will, of course, pay your postal charges.

Packages with reshipments from abroad have to be declared legible as "Replacement" or "Return".

Should a replacement not be possible within six weeks, we refund the purchase price at your request. Instead, you can, at your request, credit the amount for future orders.

Other claims in connection with the delivery of defective items are expressly excluded. Regarding defects resulting from transport damage we assume no liability.

#### **6. Exchange**

In the case that the items are not suitable, you can credit such items for future orders. You get in this case a voucher code which you can honor online.

**At your request, we send you a written voucher which you can honor in our store at no charge by post.**

Proceed in the case of an exchange as follows:

1. For international returns, please contact us by e-mail at [info@hot-heels.ch](mailto:info@hot-heels.ch) in advance.

2. After our answer, please return the items as following:
  - a. Items and original product packaging in original condition.
  - b. Completely stamped
  - c. Within seven days after delivery date – **after the expiration of this time limit, the right of the customer to exchange items ceases.**
  - d. Packages with reshipments from abroad have to be declared legible on the outside of the package as "Exchange" or "Return".
  - e. Include delivery note or its copy to the package. Note possible return reasons or - if desired - a "voucher on paper".
3. After the arrival of the items, you get a notice of receipt with a voucher code by e-mail. This voucher code can be used when dispatching the next order within a time limit of two years.

Please understand that an exchange will be conducted only against credit by using a voucher code or a written voucher. Vouchers can be honored online or directly in our store. Before dispatching a replacement order, please wait until you get your voucher or your voucher code.

The delivery expenses in connection with such an exchange and possible custom duties will be charged to the customer.

**Closeout items (HOT SALE! category) and hygiene products like hosiery and lingerie (underwear) cannot be exchanged. Those sales are final.** Excluded from the exchange are also special orders which means items that are not in our online catalog.

## 7. Marginal Variation of Specifications

It might happen, that a manufacturer modifies marginally the design of specific items. For such modifications we do not assume liability, because we have no influence on such modifications. However, you have in such a case the right to exchange such modified items (see section 4 of these terms and conditions).

## 8. Impossibility of Delivery

Should an item not be dispatched to the customer within six weeks because of supply difficulties of a manufacturer, we refund the purchase price of it, at your request. Instead, you can also credit the amount for a future order or change the order. We will inform you if such an impossibility of delivery shall happen.

## 9. Payment

### With credit card:

We provide the best and top-level security standard for credit card online payments. We work with a 128 bit encryption which transfers credit card information directly to Telekurs

Card Solutions AG without any access possibility for any other person. As a mark for this security-encryption, a lock appears after logging into your account in the shopping cart.

We accept Visa and Mastercard, in Switzerland and Liechtenstein additionally Postcard. American Express is not accepted.

Telekurs Card Solutions AG is the largest and most renowned credit card payment provider in Switzerland and warrants for a frictionless and secure payment.

**Prepay by post or bank transfer:**

**SFr. Post Account for Transfers from Switzerland and Liechtenstein**

Hot Heels AG  
Räffelstrasse 25  
8045 Zurich  
Account No 87-789350-7

**SFr. Bank Account for Transfers from Switzerland and Liechtenstein**

Bank of Recipient::  
Credit Suisse  
8070 Zurich  
Clearing No 4835  
BIC / SWIFT-Code CRESCHZZ80A  
Recipient  
Hot Heels AG  
8045 Zurich  
Account No 0835-1207915-91  
IBAN No CH56 0483 5120 7915 9100 0

**EUR Bank Account for Transfers from Germany**

Bank of Recipient:  
Deutsche Bank  
78462 Konstanz  
Germany  
Bank Identification Code 69070024  
BIC / SWIFT-Code DEUTDEDB690  
Recipient:  
Hot Heels AG  
8045 Zurich  
Switzerland  
Account No 030901300  
IBAN No DE19 6907 0024 0030 9013 00

**EUR Bank Account for International Transfers**

Bank of Recipient:  
Credit Suisse  
8070 Zurich  
Switzerland  
BIC / SWIFT-Code CRESCHZZ80A  
Recipient:  
Hot Heels AG  
8045 Zurich

Switzerland  
Account No 0835-1207915-92  
IBAN No CH22 0483 5120 7915 9200 0

### **GBP Bank Account for International Transfers**

Bank of Recipient:  
Credit Suisse  
8070 Zurich  
Switzerland  
BIC / SWIFT-Code CRESCHZZ80A  
Recipient:  
Hot Heels AG  
8045 Zurich  
Switzerland  
Account No 0835-1207915-92-2  
IBAN No CH65 0483 5120 7915 9200 2

### **USD Bank Account for International Transfers**

Bank of Recipient:  
Credit Suisse  
8070 Zurich  
Switzerland  
BIC / SWIFT-Code CRESCHZZ80A  
Recipient:  
Hot Heels AG  
8045 Zurich  
Switzerland  
Account No 0835-1207915-92-1  
IBAN No CH92 0483 5120 7915 9200 1

Please pay attention by manual post and bank transfers (transfers without payment order with reference number) that you note the order number. If not, it might happen that we cannot assign the payment. In such a case, we waive any responsibility.

### **By cash on delivery**

For customers in Switzerland and Liechtenstein we also deliver orders by cash on delivery. The surcharge amounts in this case to 19.90 Swiss Francs. Please acknowledge that we charge an additional expense flat rate amount of 50.00 Swiss Francs, for each cash on delivery-delivery shipment, which will be refused or not accepted.

If the receipt of a cash on delivery-delivery is refused not accepted, the order will be exchanged into a cash in advance delivery. In this case, we send you a payment order which includes the said expense flat rate amount of 50.00 Swiss Francs plus the price of all ordered items. After we receive the transfer of this payment order, the ordered items will be delivered by normal post service.

### **When purchasing on account**

Also for customers from Switzerland and Liechtenstein, we offer the possibility to purchase on account. We reserve proofing and declining this method of payment, in particular case, for us. Enhancement of limits can be applied by e-mail (info@hot-heels.ch).

Conditions when purchasing on account are the same as for prepayments. **The invoice must be paid in any case.** For returns or not collected shipments, you will receive a voucher.

## 10. Delivery Charges

We charge a delivery flat rate, irrespective of the weight and size of the order. Extends an order to more than one packing, you have to pay the delivery flat rate only once. The delivery flat rate includes postal charges, handling and the appropriate packing.

We charge the following expenses:

### **Deliveries within Switzerland and Liechtenstein:**

- Post Priority: 6.90 Swiss Francs (Delivery within two working days, including online tracking)
- Post Express: 18.90 Swiss Francs (Delivery the day following until 9 a.m. at working days and on Saturdays)
- Surcharge by cash on delivery: 19.90 Swiss Francs (see Section 9)

An insurance can be contracted at customer's request. The costs for such an insurance have to be paid by the customer.

### **International deliveries:**

- DHL Express: 19.90 Euro (Delivery in Europe within 1 to 2 working days, intercontinental deliveries within 3 working days) (19.90 Euro approximates 23.30 USD / 17.25 GBP - the currencies are always being updated in our online shop)

DHL is a worldwide Express Service which provides a tracking number (dispatch number) for each package. With this number you can follow at any time the track of the delivery online. In addition, DHL Services are insured and offer the highest standard of reliability, which is for international deliveries available.

### **Delivery delays:**

Delivery delays are very rare but might, however, happen. We do not assume any responsibility in the case of a delay, because such delays are beyond our power and influence. However, we assume the full responsibility for dispatching the packages to the post or DHL Express as soon as possible.

## 11. Data Protection

We warrant that all customer data will be dealt with in strict confidence. As a general matter, we do not disclose such data to third person.

## **12. Debt Collection Expenses**

At the time you are dispatching your order, the contract shall be deemed to have been entered. Purchase prices resulting from such contracts will be enforced by Hot Heels consequently. **The customer acknowledges explicitly that we charge after the initiation of debt enforcement procedures an expense flat rate amount of 150.00 SFr. / approximately 98.00 EUR / approximately 115.00 USD / approximately 85 GBP in addition to the legal expenses (Expenses for debt enforcement and other legal procedures).**

## **13. Applicable Law**

**For each of the contracts concluded with us is Swiss Law applicable for all parts of the contract. The customer accepts this term explicitly as important part of the contract between the Parties.**

## **14. Place of Jurisdiction**

**Regarding all legal disputes arising from contracts between us and our customers the courts of the city of Zurich shall have the exclusive jurisdiction. The customer accepts this term explicitly as important part of the contract between the Parties.**