

GENERAL TERMS AND CONDITIONS MYKITA WEBSHOP

1. APPLICATION OF THE TERMS AND CONDITIONS

The following General Terms and Conditions shall exclusively apply including where the MYKITA Webshop is accessed from the United States of America. Differing General Terms and Conditions of the customer will not become a part of the agreement even without an express objection by MYKITA and even in the event of delivery by MYKITA.

2. OFFER, ORDER CONFIRMATION, SELECTION OF GOODS, STORAGE OF THE ORDER TEXT

2.1. Any offering in the MYKITA Webshop represents a non-binding invitation to order goods. By ordering, which is performed by clicking the "Buy" button, the customer will submit a binding offer to enter into a purchase agreement. MYKITA shall be entitled to accept the customer's offer within a period of one week. The order confirmation (sent automatically by MYKITA after the dispatch of the order) serves only to document the fact that the customer's order has been received by MYKITA, but does not represent acceptance of the customer's offer. A contract is deemed to have been concluded only after MYKITA has issued a declaration of acceptance, which is sent in a further separate email (order confirmation or shipping confirmation), at the latest, however, by time of dispatch of the order.

2.2. The customer shall be exclusively responsible for the selection of the ordered goods, unless the order relates to a consultancy service, which is to be compensated separately with a corresponding purchase recommendation from MYKITA in writing.

2.3. MYKITA expressly reserves the right to make changes to the models or terms of delivery within a contract, as long as such changes are not of a fundamental nature, do not significantly limit the contractual purpose and there is no unreasonable detrimental effect on the customer's interests.

2.4. The order text will not be saved by MYKITA and can no longer be retrieved after completion of the order process. The ordering process information will be transmitted to the customer again with the email confirmation of the order, allowing the customer to print out the order data immediately after submission of the order.

3. DELIVERY TIMES, WITHDRAWAL, DAMAGE CAUSED BY DELAY, PARTIAL DELIVERIES

3.1. The goods will be delivered in 6 to 8 business days. Longer delivery times apply for Sample Sale orders (Approx. 4 Weeks).

3.2. Delivery is performed by sending the product to an address specified by the customer. The customer warrants and represents that the complete and correct delivery address has been supplied with the order. If additional delivery costs are incurred as a result of incorrect delivery address data, the customer is to refund these to MYKITA. The customer will be obligated to ensure that delivery of the ordered goods to the stated address is possible during regular business and delivery hours.

3.3. Delivery times can only be observed if the customer has complied with his or her obligations (for example, advance payment, complete and accurate delivery address, etc.).

3.4. If MYKITA fails to observe delivery deadlines, noting that longer delivery times apply for Sample Sale orders, the customer is to set MYKITA an appropriate grace period in writing, which is to commence upon receipt by MYKITA of the setting of the grace period. The customer will be entitled to withdraw from the contract only after the grace period has expired without performance by MYKITA. Withdrawal by the customer from the agreement as a result of partial delay or partial impossibility is permitted only if the partial service already performed for the customer can be proven to be of no value to the customer.

3.5. Even in case of agreed periods and deadlines, MYKITA shall not be responsible for delivery and service delays as a result of force majeure. Force majeure shall be deemed to be war, riot, interferences of higher authority, industrial dispute measures, strike or lock-out, lack of raw materials or energy, as well as unavoidable operational or transport interruptions, such as power failures, fire, flooding, or the adverse effects of weather impairing transportation. This shall apply even where the aforementioned conditions occur at the level of subcontractors of MYKITA or where MYKITA is not supplied by the subcontractors despite appropriate contracts that would have covered the requirement incurred by the agreement with the customer.

In such event, MYKITA shall be entitled to postpone the delivery or service by the period of the hindrance plus a reasonable start-up period or to withdraw in whole or in part from the agreement as a result of the part not yet fulfilled.

3.6. MYKITA shall be entitled to make partial deliveries and perform partial services at any time as long as this is reasonable for the customer.

4. CUSTOMS AND SHIPPING COSTS

4.1. Customs duties and fees for deliveries outside of the EU shall be borne by the customer.

4.2. Shipping within the EU and to the US is free of charge.

5. PAYMENTS, OFFSETTING, RETENTION

5.1. Payment for products ordered from MYKITA is to be made by credit card (VISA and MasterCard), immediate bank transfer or PayPal. MYKITA reserves the right to accept other forms of payment in individual cases as well as to exclude forms of payment in individual cases.

5.2. In the event of payment by credit card (VISA and MasterCard) the data will be transmitted using Secure Socket Layer (SSL) encoding technology to Hüllemann & Strauss Onlineservices S.à.r.l. The customer will be charged the purchase price when the order is accepted. The transfer of data may take several minutes and must not be interrupted by the customer, e.g. by means of updating the browser page. Otherwise, this may lead to the credit card being charged twice. MYKITA will issue refunds in justified cases within a maximum of 14 days of the reporting of any duplicate transactions to MYKITA by the customer. Any costs incurred as a result of chargebacks initiated by the customer shall be passed on to the customer. In the event of credit card chargebacks that are not justified, a processing fee (usually EUR 25.00) shall be charged. MYKITA shall pass this fee on to the customer accordingly.

5.3. The customer shall only be entitled to offsetting if his or her receivables are undisputed or have been legally determined. Any retention of payments by the customer as a result of counterclaims from other contractual relations is excluded. For bank transfers, the order number and the name of the customer must be entered as the purpose. The customer will receive the order number in the confirmation email.

6. LIMITED WARRANTY – INDIVIDUAL CLIENTS

6.1 What is covered - The MYKITA warranty covers all defects in materials or workmanship of your MYKITA glasses frame.

6.2 Time of warranty - The MYKITA warranty continues for two years from the date of purchase. In the case of Sample Sale frames, a one-year warranty applies

6.3 Not covered - The MYKITA warranty does not cover scratches on lenses; damages caused by accident, abuse, neglect, shock, improper use or storage; modifications or repairs except by a MYKITA authorized repair person; normal wear and tear; problems related to prescription lenses.

6.4 What MYKITA does - Depending on the defect, the frame will be replaced or repaired by the retailer.

6.5 How to get Warranty Service - If you purchased your MYKITA frame in a store please contact the retailer where you bought your frames, any time within the warranty period. You will be asked to provide proof of purchase, so keep track of your receipt. If you purchased your MYKITA frame on line, contact MYKITA at webshop@mykita.com. If MYKITA is unable to repair the defect, you will receive a refund of your purchase price. You bear only the costs of postage/shipping to and from MYKITA.

6.6 Applicable Law - The MYKITA warranty is in addition to any rights you may have under state and federal law. MYKITA does not attempt to limit any such rights.

6.7 Commercial Resale - The MYKITA warranty described above applies to and benefits only ordinary consumers and not commercial resellers. If you are a commercial frame reseller, the time during which you may return frames under warranty shall be 12 months from the delivery of the defective frame.

6.8 IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. YOU FURTHER WAIVE CLAIMS FOR LOSS OF PROFITS AND CONSEQUENTIAL AND INCIDENTAL DAMAGES.

7. LIABILITY

MYKITA shall be liable without limitation in the case of injury to life, body and health. In the event of impossibility and delay and violation of material contractual duties, MYKITA shall also be liable for simple negligence; however, this is limited to direct damages (damages foreseeable in a typical purchase and sale) and not including consequential damages (damages which may occur due to the breach but are not foreseeable in a typical purchase and sale). Material contractual duties are such contractual duties, the fulfillment of which allows the proper performance of the contract in the first place and on the compliance with which the client regularly relies and also may rely. Typical, foreseeable damage is that which falls under the protective purpose of the respectively violated contractual standard. Otherwise, MYKITA shall not be liable in the event of simple negligence. The aforementioned limitations of liability shall also apply to corporate bodies and agents of MYKITA.

8. RIGHT OF CANCELLATION

If the customer is a natural person who enters into a legal transaction for a purpose that can neither be attributed to commercial nor to independent professional activity (consumer), the customer is entitled to the right of cancellation according to § 312g in conjunction with § 355 of the German Civil Code.

CANCELLATION POLICY

RIGHT OF CANCELLATION

You have the right to cancel this agreement within fourteen days without giving any reasons. The cancellation period is fourteen days from the date on which the goods are or have been taken into possession by you or a third party named by you who is not the carrier. In the case of a contract for various goods that you have ordered with a single order and which are delivered separately, the cancellation period is fourteen days from the date on which the last of the goods is or has been taken into possession by you or a third party named by you who is not the carrier.

To exercise your right of cancellation, you must inform us (MYKITA GmbH, Ritterstr. 9, 10969 Berlin, Germany) by means of a clear statement (e.g. with a letter sent by post, fax or email) of your decision to cancel this agreement. Here, you can make use of the enclosed standard cancellation form, which is not mandatory, however. The timely dispatch of the notice of cancellation, i.e. before the cancellation deadline, shall be deemed sufficient for compliance with the cancellation deadline.

CONSEQUENCES OF CANCELLATION

In the event of the cancellation of this agreement, all payments that we have received from you (with the exception of additional costs arising from the fact that you have chosen a form of delivery other than the standard and lowest cost form of delivery that is offered by us), must be repaid immediately - at the latest within fourteen days from the date on which the notice is received of your cancellation of this agreement with us. For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in no case you will be charged any fees for this repayment. We may withhold the repayment until we have received the goods or until you have supplied evidence that you have returned the goods, whichever is the earlier.

You must return or transfer the goods promptly, and in any event not later than fourteen days from the date on which you notify us of your cancellation of this agreement, to MYKITA GmbH, Ritterstr. 9, 10969 Berlin, Germany. The deadline shall be deemed to have been met if you dispatch the goods before the expiry of the period of fourteen days.

You shall be liable only for any diminished value of the goods resulting from handling other than what is necessary to ascertain the nature and functioning of the goods.

END OF CANCELLATION NOTICE.

9. RETURNS

For returns after the exercising of a right of cancellation or as a result of defects, the customer is requested to proceed as follows:

1. Please send your return enquiry including a description of the defect or a statement of your request for cancellation to webshop@mykita.com.
2. The product must be packaged in the original packaging (this shall only apply in case

of cancellation in due time), the original shipping packaging or similar damage-resistant packaging, so that the original packaging of the product is not damaged. All of the product parts must be included. The package may be returned from any post office branch to this given recipient address: Webshop MYKITA GmbH | Ritterstrasse 9 | 10969 Berlin, Germany.

10. ORDERING PROCESS AND CORRECTION OF INPUT ERRORS IN OUR WEBSHOP

10.1. You can view products in our Webshop by clicking on them. If you would like to order one or more of the selected products, then click on "Add to basket". The products that you have selected are displayed by clicking once on the basket symbol. You then have the option to continue shopping and to place further items in your shopping basket. The number of items to be ordered is limited to customary commercial quantities. If you have placed all the goods that you want to purchase in your shopping cart, click on "Checkout". You will then be guided through our ordering process. In order to proceed, you can register as a customer, log in with an existing customer account or continue without registration. Following this step, you can specify the desired payment method. Before you place your binding order, we will display the information about the selected goods, the unit price, the total price, as well as the chosen method of payment.

10.2. You can correct input errors that arise during the order process at any time by clicking the fields displaying the respective stage of the ordering process – thus allowing you to navigate forwards or backwards – or by clicking the browser's "Back" button. In addition, in the "Verify and Confirm" page, you can make direct changes to your shopping cart, billing- and shipping address and payment method by clicking on the respective fields.

11. LANGUAGE OF THE AGREEMENT, APPLICABLE LAW AND PLACE OF JURISDICTION

11.1. The agreement can be entered into in German or English language. Any and all disputes arising from the legal relationship existing between the customer and MYKITA shall be subject to the laws of the Federal Republic of Germany. For consumers, this choice of law applies only insofar as the protection granted is not withdrawn on the basis of mandatory provisions of the law of the State in which the consumer has his or her habitual place of residence. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

11.2. Where a private end consumer is not resident within the European Union, the place of jurisdiction shall be the place of our registered office.

Last updated February 2019 MYKITA GmbH

MYKITA

MYKITA GmbH | Ritterstraße 9 | 10969 Berlin | Germany

Tel: +49 30 204566371 | Fax: +49 30 20456644 | Email: webshop@mykita.com | Web: www.mykita.com

CANCELLATION FORM

If you want to cancel the order, please fill out this form and return it to us.

To
MYKITA GmbH
Ritterstrasse 9
10969 Berlin
Germany

I/we* hereby cancel the agreement concluded by me/us* for the purchase of the following goods*/the provision of the following services*:

1

2

3

4

5

6

7

8

ORDERED ON * / RECEIVED ON *

NAME OF THE CONSUMER (S)

ADDRESS OF CONSUMER(S)

SIGNATURE OF THE CONSUMER (S)

DATE

ONLY REQUIRED FOR COMMUNICATIONS ON PAPER

* Please delete as applicable.

PAGE 3 / 3

Managing Directors: Moritz Krueger (Spokesman), Moritz Krannich, Dennis Plattner | Amtsgericht Berlin Charlottenburg: HRB 91586 B
VAT N°: DE813901260 | Tax N°: 37/091/45815 | Bank: Deutsche Bank | IBAN: DE15 1007 0100 0226 0008 01 | BIC: DEUTDEBB101