



Terms & Conditions

The following terms and conditions apply between you and Esprit Retail B.V. & Co. KG (hereinafter “Esprit”, “Esprit online shop” or “we/us”):

The following terms & conditions apply between the seller, Esprit Retail B.V. & Co. KG, Esprit Allee, 40882 Ratingen, Germany (hereinafter also referred to as “we” or “Esprit”) and the buyer, who is a consumer (hereinafter also referred to as “you”), for all purchase agreements made via the Esprit online shop or the Esprit app.

1. Conclusion of Contract

1.1. Our product presentation in the Esprit online shop solely represents a non-binding invitation for you to purchase merchandise from us.

1.2. By sending your order, you submit a binding offer to conclude a sales contract with us.

1.3 The acceptance of an offer through an order from the Esprit Online Shop, will take place upon your receipt of the dispatch confirmation which must be made due to the current safety standards for combating the Corona Virus and the resulting delayed processing, at the latest within 14 working days.

The automatically generated order confirmation does not constitute acceptance of the offer. It merely documents the fact that we have received your order. We decide at our own discretion whether we will accept an order or not. We will notify you immediately if we are unable to accept your order. In this case, we will reimburse you for any payments you have already made. If we reject an order because the payment method selected by you cannot be used, and simultaneously offer you the option to use another payment method, then this constitutes a rejection of your order and a new offer that you can accept.

1.4 We only sell our merchandise to end consumers in standard commercial quantities.

1.5 We only sell our merchandise to end consumers who are 18 years of age or older and only in standard commercial quantities.

1.6 The ordering process in our online shop comprises 3 steps. In the first step you select the desired merchandise. In the second step you have the option – if desired – of registering for or logging on to Esprit Friends. The third step allows you to enter the invoice and delivery address and select the desired payment method. When this process is complete you will be able to place your order with us. After you have submitted your order, you will have the opportunity to print it.

2. Voluntary Exchange Option

2.1 Independent of your legal right of revocation, we voluntarily offer you the option of returning products you purchase from us. This allows you to return any items purchased in the Esprit online shop free of charge within 14 days of receipt without stating any reasons using the postage-paid return labels enclosed with your order and the returns form, provided the merchandise is complete, unused and undamaged. You are only permitted to inspect the merchandise in a manner similar to trying it on in a shop. For merchandise affixed with a special hygiene adhesive or a hygienic seal/shrink wrap, this only applies insofar as the adhesive, seal or shrink wrap has not been opened.

2.2 The voluntary exchange option does not apply to personalised items or items that are manufactured according to customer specifications.

2.3 Beyond this, the legal right of revocation outlined in Item 3 applies.



3. Right of withdrawal information

3.1 Right of withdrawal

You are entitled to revoke this contract within fourteen days and without giving reasons. The revocation period shall be fourteen days as of the day on which you or a third party appointed by you, and who is not the carrier, have/has taken possession of the last delivery of goods.

You can exercise your right of withdrawal by informing us with an unequivocal statement (e.g. a letter sent by post, fax or e-mail) about your decision to withdraw from this contract, or – if you wish to return the goods before the withdrawal period expires – return the goods to us.

If you decide to inform us of your decision to withdraw from this contract by an unequivocal statement, you may use the attached model withdrawal form but it is not obligatory. [Link](#)

The withdrawal declaration or returns of goods are to be addressed to:

Esprit Retail B.V. & Co. KG
Esprit Allee
40882 Ratingen
Germany

You can also send your withdrawal declaration to the following address:

Esprit Online Shop
Customer Service
Stockholmer Allee 95
30539 Hannover
Germany

Fax: 020 34 99 77 62 (landline)
E-mail: info@esprit.co.uk
Phone: 020 34 99 77 61 (landline)

In order to comply with the revocation period, you only need to notify us that you are exercising this right of revocation, and this must ensue before expiry of the revocation period.

3.2 Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than, 14 days from the day on which we are informed about your decision to withdraw from this contract or that we received the goods you returned. We will carry out such 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 such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this 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 the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

3.3 Exclusion from the right of withdrawal

The right of withdrawal does not apply in the case of contracts for delivery of goods that were not prefabricated and which were produced according to your own individual selection or specifications or which were clearly made according to the consumer's personal requirements.



4. Delivery/Shipping Costs

4.1 The minimum order amount is £15.00.

4.2 The standard delivery costs amount to £ 2.99.

4.3 Orders are dispatched 1 to 3 working days after the order date provided there are no problems with your personal details (credit check, ID check).

4.4 Deliveries to the Channel Islands are unfortunately no longer provided at the Esprit online shop.

5. Pricing and payment methods

5.1 The prices listed at the time of the order shall apply. All prices include the statutory value-added tax.

5.2 Merchandise may be paid for using one of the methods suggested in the order process under the terms and conditions outlined therein. Regardless of the result of the review of your data (identity verification and creditworthiness check), we reserve the right to exclude certain methods of payment.

5.3 In the event of delivery on account, you agree to pay the invoice within 14 days of receiving the merchandise. In the event that some of the delivered goods are returned, you may deduct the corresponding sum from the total amount of invoice.

5.4 In the event of delayed payments, we reserve the right to charge you a fixed sum of 5,99 GBP for the second and all subsequent payment reminders, regardless of whether you received the first reminder via email or in the post. However, you shall be entitled to prove that the cost incurred by us is smaller than the fixed sums you have been charged. In the case of delayed payment, you agree to reimburse us for all the costs, expenses and cash expenditures we incur in the process of collecting payment. This also includes all extrajudicial costs for collection agencies or solicitors we entrust with the responsibility of collecting payment, notwithstanding the obligation to pay the costs of proceedings.

5.5 You are entitled to exercise your fundamental rights of retention or those that result from the same contractual relationship. You are not entitled to any other rights of retention.

5.6 You are entitled to offset our claim for payment with a claim that is undisputed or legally established. You are also entitled to offset the claim for payment with a claim that stems from the fact that we have not, or not properly, fulfilled our obligations, provided that these obligations relate to the claim for payment against which a set-off is to be effected in a performance and counter-performance relationship. Any offsetting above and beyond this is excluded.

6. Delivery and reservation of title

6.1 We are entitled to make partial deliveries to a reasonable extent.

6.2 The merchandise remains our property until it is paid for in full.

6.3 If, when the merchandise is delivered, the packaging is damaged to such an extent that the content could be damaged, you are obligated to immediately make a complaint to the delivery service, refuse to accept the delivery and inform us of this so that we are able to assert our relevant rights against the shipping company. Your right of withdrawal, warranty rights and other rights shall not be affected by this provision.

7. Warranty

Unless express provisions have been made to the contrary, the legal warranty regulations apply.

8. Copyright and Trademark

All of the contents of the website, including text, graphics, photos, images, videos, sounds, illustrations and software are our property or the property of affiliated companies, licensees and/or content providers. This content is protected by copyright and other laws. It may only be used with our express consent.

All trademarks used on the website are our trademarks provided nothing to the contrary is stated. They may not be used without our prior written approval.



9. Applicable Law

The laws of the Federal Republic of Germany apply to our contract relationship with you. Excluded from this provision are mandatory safeguards for customers in the country in which you reside. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

10. Imprint/Online Shop Operator

Responsible for the development and operation of the Esprit online shop:

Esprit Retail B.V. & Co. KG
Esprit Allee
40882 Ratingen
Germany

Telephone: 020 34 99 77 61 (landline)
Fax: 020 34 99 77 62 (landline)
E-Mail: info@esprit.co.uk

District Court Düsseldorf: HRA 15764
Value added tax identification number: GB894 4607 82
General partner: Esprit Nederland B.V., Headquarters: Amsterdam
Commercial register: 34176024
Legally represented authorised representatives: Stefan Kohlbauer

Responsible for the development and operation of the Esprit app:

Esprit Global Image GmbH
Esprit Allee
40882 Ratingen
Germany

Telephone: 020 34 99 77 61 (landline)
Fax: 020 34 99 77 62 (landline)
E-Mail: info@esprit.co.uk

District Court Düsseldorf: HRB 47277
Commercial register.: DE 814336381
Direction: Mark Daley

Information regarding online dispute resolution: The EU commission provides an internet platform for online settlement of disputes (so-called "OS platform") bereit. The OS platform is to serve as a point of contact for out-of-court settlement of disputes regarding contractual obligations that arise from online purchase agreements. The OS platform is available at the following link:
<http://ec.europa.eu/consumers/odr>

Esprit Retail B.V. & Co. KG and Esprit Global Image GmbH are not willing and obliged to participated in dispute settlement procedures brought before a consumer arbitration board.

11. Miscellaneous

These Terms and Conditions were drawn up on 5 June 2019. This version of the terms of the contract will not be saved by the seller after any possible future amendments and will also not be made available to the customer. If you want to save a copy of this version, you can click [>>>HERE<<<](#) to download it as a PDF.