

TERMS & CONDITIONS

FREDERICK & SOPHIE UG (haftungsbeschränkt) Bundesallee 129, 12161 Berlin (hereinafter "FREDERICK & SOPHIE" and referred to as "we" or "us") - operates the website with online store www.frederickandsophie.com (hereinafter "the Website") and its blog "INTERLUDE" (hereinafter "the Blog").

§ 1 SCOPE OF VALIDITY

On the Website, FREDERICK & SOPHIE products are available for purchase. The Website is for personal non-commercial use only and products made available on the site are solely intended for end consumers.

These terms and conditions apply to the purchase and sale of products through the Website and the use of the Website and the Blog.

These terms and conditions apply exclusively. Any terms and conditions of the Customer deviating from our Terms and Conditions are not valid, unless we explicitly consent to them.

These terms and conditions may be modified, without prior written notice at any time. The latest version of the terms and conditions will be posted on the Website, for our Customers to review prior to purchasing any Product.

We also advise our Customers to carefully review our [Privacy Policy](#) (LINK TO PRIVACY POLICY) before placing an order.

§ 2 ORDERS

Our online offers are a non-binding invitation to the Customer to order goods. By submitting an order on our website, the Customer is entering into a binding contract with us.

After an order has been placed you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order. Unless you cancel your order, acceptance of your order and completion of the contract between you and FREDERICK & SOPHIE will be completed when you receive an e-mail in which we confirm that your order has been dispatched.

We reserve the right not to accept your order in the event that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn.

We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold, removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

§ 3 PAYMENT

Payment of the purchase price is only possible via credit card. We accept Visa, MasterCard and American Express Cards. All payments are subject to verification for security reasons.

Payment will be debited and cleared from your account upon receipt of your order. If your order is ultimately rejected, a refund will be made immediately.

All credit card transactions on this site are processed using Paymill, a secure online payment gateway that encrypts your card details in a secure host environment.

If you are a registered FREDERICK & SOPHIE client, we will securely store your credit card details on our systems. These details will be fully encrypted and only used to process card transactions which you have initiated.

To help ensure that your shopping experience is safe, simple, and secure, FREDERICK & SOPHIE uses Secure Socket Layer (SSL) technology. Please see [Payment](#). (LINK TO PAYMENT)

Payments will be processed in Euros. Charges for shipping and handling will be made in accordance with our then-current shipping policies. Customers agree that FREDERICK & SOPHIE is not responsible for any credit shortages due to currency conversion rates.

PRE-ORDERS

If a product is pre-ordered, Customers will be required to pay the full amount due, plus shipping fees at the time such a pre-order is placed.

§ 4 SHIPPING FEES, TAXES AND INTERNATIONAL DUTIES

Orders are shipped from our Berlin based Atelier.

EUROPEAN UNION (EU)

Shipments within the European Union, will be charged with VAT at the time you place your order. No other tax or import duty will be applied to orders shipped within the European Union.

NON-EU/ REST OF THE WORLD

Shipments outside the European Union are on a DDU (Delivery Duty Unpaid) basis, no taxes or duties will be charged by FREDERICK & SOPHIE. This detail will be noted at Checkout and on the confirmation email sent once your order has been placed. As the recipient, you will be responsible and liable for all import duties, customs and local sales taxes levied by the non-EU country of delivery. Payment of these amounts might be necessary to release your order from customs on arrival.

§ 5 RETENTION OF OWNERSHIP

We retain ownership of the delivered goods until payment of the purchase price has been made in full.

§ 6 DELIVERY

If you order products available for immediate shipping, FREDERICK & SOPHIE will dispatch your order within 1-3 days after receipt of the order. The delivery time frame is contingent upon credit card approval and on the presumption that

the Customer has complied properly and in good time with all contractual obligations, including providing FREDERICK & SOPHIE with correct address details during the ordering process. The delivery time may be delayed should FREDERICK & SOPHIE experience difficulties in obtaining authorization.

All orders are dispatched with 'No Signature Required' and may be left at a residence deemed safe by the delivery company. FREDERICK & SOPHIE is not responsible for any loss or liability or damage that may result from leaving your package at the shipping address without a signature. If you prefer to have your order shipped with 'Signature Required' please contact care@frederickandsophie.com so that we may make arrangements.

If, without being personally responsible, FREDERICK & SOPHIE is not able deliver the ordered products because a supplier of FREDERICK & SOPHIE has not fulfilled its contractual obligations, then the Customer shall be notified of this immediately and payments made shall be refunded. This shall not affect the Customer's statutory claims.

TAILOR MADE PRODUCTS

Tailor Made products are products which require additional tailoring from our atelier to fit a specific body type. Tailor Made Requests are placed through our SPECIAL REQUEST contact page. A different delivery window applies for tailor made products. Depending on the necessary adjustments and our atelier's processes, the wait period for a tailor made product can vary. When you have shown your interest for a tailor made product through the SPECIAL REQUEST contact page, we will contact you to inform you about your estimated wait period before you place your order.

PRE-ORDERS

A PRE-ORDER is the reservation of an item that is not yet available for sale, but will be soon. An estimated delivery date is indicated for each pre-order item within the item's product page.

§ 7 DEFAULT OF ACCEPTANCE

In case of untimely instruction of potentially necessary dispatch provisions or untimely collection of the goods, you shall be deemed to be in default of acceptance. In case of default of acceptance, FREDERICK & SOPHIE is entitled - at our own discretion - to claim compensation for any possible damage and to execute dispatch in your name. Additional expenses incurred must then be born or reimbursed by you. We reserve the right to make further claims.

The Customer shall retain the right to prove that the damages were not equal to the amount claimed or were considerably lower. The risk of accidental damage or coincidental loss of quality of the purchased product will pass over to the Customer at the moment when a default of acceptance or payment occurs.

§ 8 WARRANTY

In the event of a defect, the Customer has the choice between a rectification of the defect or a replacement delivery. We are, however, entitled to refuse a Customer's choice if our subsequent performance can only be provided with disproportionate costs and the other form of subsequent performance would be without any considerable disadvantages for the Customer.

If the subsequent performance fails or FREDERICK & SOPHIE has refused the subsequent performance, then the Customer may choose to reduce the purchase price (price reduction) or withdraw from the contract altogether. Any claims for compensation by the Customer shall not be affected by this.

§ 9 RETURNS

With the exception of tailor made products, you may return FREDERICK & SOPHIE products within 14 days after delivery at your sole risk and expense using any safe and secured means.

To return a product, we request that you contact us at care@frederickandsophie.com regarding your return(s), to receive a RETURN FORM and RETURN address. Please note that FREDERICK & SOPHIE may not accept liability for any good returned to us.

Please note that we can only accept Returns from the country which the shipment was sent to. If - for example - the shipment was sent to Germany, we can only accept a Return from Germany.

Products should be returned unused, in their original condition and packaging, including box and product card. Returns that are soiled, altered or damaged may not be accepted and sent back to the customer.

LATE RETURNS

Any product returned outside of the 14-day return policy are at the discretion of FREDERICK & SOPHIE, and may not be accepted.

PRODUCT COLORS

We have made every effort possible to ensure the colors are displayed accurately. FREDERICK & SOPHIE cannot guarantee your computer's monitor will correctly display the true color. If you have any questions about the color of an item please contact care@frederickandsophie.com prior to placing your order.

§ 10 COST OF RETURN IN THE CASE OF CANCELLATION

The Customer is obliged to cover the standard costs of returning the goods if the delivered goods correspond to those ordered.

§ 11 LIMITATION OF LIABILITY

In no event shall FREDERICK & SOPHIE or its suppliers have any obligations or liabilities outside of the reasonable foreseeable consequences of negligence or failure, depending on the type of product. FREDERICK & SOPHIE is not responsible for losses not caused by our negligence, and/ or indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us (for example, loss of profits or loss of opportunity).

We are also not responsible for failure to meet any of our obligations under the Terms & Conditions where such failure is due to events beyond our reasonable control.

In the event of negligence or failure regarding non-contractual obligations, in which the violation puts the performance of the contract at risk, we and our suppliers shall not be held liable.

The aforementioned limitations of liability shall not apply with claims based on product liability or the warranty, nor claims based on personal injury or injury to health or loss of life.

§ 12 CONFIDENTIALITY

We shall treat all personal data as confidential and in accordance with data protection rules. We shall not pass on your data without receiving your explicit agreement and only within the scope of what is required to perform the contract, such as to the delivery company.

Please refer to our [Privacy Policy](#) (INSERT LINK TO PRIVACY POLICY) for further information about how we use your data.

§ 13 APPLICABLE LAW, COURT OF JURISDICTION

To all matters relating to the use of this Website and purchase of Products, the law of the Federal Republic of Germany applies, with exclusion of the UN Convention on the International Sale of Goods (CISG), as long as this choice of jurisdiction does not lead to the mandatory consumer protection standards being withdrawn.

The responsible court of jurisdiction shall be Berlin, unless the dispute justifies an exclusive place of jurisdiction.

§ 14 FINAL PROVISION

If any provision of this contract is invalid or unenforceable, this shall not affect the remaining provisions.