

## TERMS AND CONDITIONS

ARCAVE AG's („ARCAVE“ „we“ „us“) website(s) (our „Site“ or „Sites“) and related services are made available to you pursuant to the following Terms of Use & Service and any other rules posted on our Sites (collectively, the „TOS“). Please read the TOS carefully before placing any orders on RUNDUMWEIN.COM. We recommend you should keep a copy of the TOS for future reference.

In particular, we wish to draw your attention to our policies relating to the terms of purchase within the TOS and our Privacy Policy. If you are under 16, you must let your parent or guardian know about ARCAVE's Privacy Policy before you register to use this Site or any of this Site's services. We reserve the right to only accept orders from those over 18 however.

We may modify the TOS from time to time. Please read the TOS and check back often. If you do not agree to any change to the TOS, then you must immediately stop using the Site. Any changes made after you have placed an order will not affect that order however, unless we are required to make the change by law.

Registration  
Eligibility to purchase  
Orders  
Pricing policy  
Sale price adjustment policy  
Acceptance of your order  
Payment  
Gift Cards  
Insurance and delivery  
Tracking your order  
Returns and exchanges  
Intellectual property rights  
Content  
No commercial use  
Your activity  
Third party sites  
Your rights  
Limits on our liability  
Compensation  
Our relationship  
No waiver  
Governing law

## REGISTRATION

To use some of the services or features made available to you on this Site, you will need to register. When you register, you are required to provide information about yourself that is true, accurate, current and complete in all respects. Should any of your registration information change, please notify us immediately at the following e-mail address info@rundumwein.com. You may also want to view our Privacy

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Policy. We may change registration requirements from time to time.

Soweit nicht anders vereinbart, ist Erfüllungsort das Werk des Lieferers und Gerichtsstand Andelfingen.

## ELIGIBILITY TO PURCHASE

In order to make purchases through the Site, you will be requested to register and provide your personal details. In particular, Customers must provide their real name, phone number, e-mail address and other requested information as indicated. Furthermore, when ordering items, you will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the ARCAVE terms of eligibility, who have been issued a valid credit card by a bank acceptable to ARCAVE, whose applications are acceptable to ARCAVE and who have authorised ARCAVE to process a charge or charges on their credit card in the amount of the total purchase price for the merchandise which they purchase. ARCAVE reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

By making an offer to purchase merchandise, you expressly authorise us to perform credit checks and, where ARCAVE feels necessary, to transmit or to obtain information (including any updated information) about you to or from third parties from time to time, including but not limited to your credit-card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

Furthermore, you agree that we may use Personal information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

Please refer to our Privacy Policy for further information about how we use your data.

## ORDERS

All orders are subject to acceptance and availability.

ARCAVE offers products for sale that are in stock and available for dispatch from our distribution center. Occasionally, however, we may be waiting for shipments from our accessories suppliers. Consequently you may from time to time be given the possibility of making an Advance Payment for certain items in which case you are able to make an Advance Purchase. This will ensure that you receive this item in priority once designer stock has been delivered to ARCAVE. ARCAVE will only take Advance Purchase orders for stock that has been scheduled for delivery by a designer/supplier. Your rights regarding Advance Purchase are the same as those for any other purchase at ARCAVE. Alternatively, you may simply choose to register your email address for notification of arrival of the selected merchandise not held in stock.

Items received into stock may be pre-allocated to satisfy Advance Payment orders and customers making Advance Payments will receive items in priority to customers on the Waiting List or customers ordering through the Site for immediate delivery. Please be aware that we may be unable to deliver selected Advance Payment merchandise due to production problems or quality check issues identified when we receive an order into stock. In these circumstances we will notify you by email and refund the Advance Payment to your credit card within thirty days of being advised that merchandise has become unavailable.

If you have registered your email address for notification of the arrival of a specific product featured on our Site, we will attempt to notify you by email within 48 hours of the product becoming available on the Site. Please note that on occasion certain products that are in particularly high demand will sell out

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during this period.

Please note that items in your shopping basket are not reserved and may be purchased by other customers.

## **PRICING POLICY**

Prices shown on the Site are in GBP, EUR or CHF and are inclusive of Swiss VAT at the applicable rate unless you have selected an alternative country where VAT is not chargeable, as indicated in the top left hand corner of the Site.

All prices and offers remain valid as advertised from time to time. The GBP, EUR or CHF price of a product displayed on the Site at the time the order is accepted will be honoured, except in cases of patent error.

Product prices are set at the beginning of each season using existing currency exchange rates. These prices are subject to change if the applicable currency exchange rate changes before your order is accepted or the items are subject to markdowns at any time during the selling period.

Customers purchasing from a country served as DDP will incur relevant import duty and tax. These costs are included in the final purchase price. Customers purchasing from a country served as DDU will be charged for the items purchased and shipping costs only. Import duty or tax costs will be invoiced to you directly from DHL or an import broker appointed by you, We recommend you contact your local customs authority to determine a landed cost price prior to purchase completion.

If you are a customer whose credit card is not denominated in Sterling or Euros, the final price will be calculated in accordance with the applicable exchange rate on the day your credit card company processes the transaction.

## **SALE PRICE ADJUSTMENT POLICY**

ARCAVE is happy to offer a Sale Price Adjustment on items purchased up to 7 days prior to the commencement date of a sale. Please be aware that the exact style and size of an item must be available for purchase at the time your request is made before any adjustment in the sale price can be approved. All approved Sale Price Adjustments will be credited to your ARCAVE account in the form of a store credit which will be valid for 12 months.

We are unable to offer price adjustment on items originally purchased in a sale or on any special promotion items that are temporarily reduced in price. Once an item has been purchased at a discounted sale price, no price adjustment will be offered should the item be further marked-down.

## **ACCEPTANCE OF YOUR ORDER**

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

Unless you cancel your order, acceptance of your order and completion of the contract between you and ARCAVE will be completed when we email you to confirm the goods have been despatched. The sale contract is therefore concluded in Marthalen, Switzerland and the language of the contract is German.



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We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorisation 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, or that you do not meet the eligibility criteria set out within the TOS.

We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. 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.

## Assembly instructions

[www.rundumwein.com/montageanleitungen](http://www.rundumwein.com/montageanleitungen)

## PAYMENT

Payment can be made by Visa, MasterCard, American Express, and Swiss Post debit cards and any other methods which may be clearly advertised on the Site from time to time. Payment will be debited and cleared from your account upon dispatch of your order by ARCAVE. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to ARCAVE, we will not be liable for any delay or non-delivery.

We take all reasonable care to make our Site secure. All credit card transactions on this site are processed using Safepay, a secure online payment gateway that encrypts your card details in a secure host environment. If you are a registered ARCAVE user, 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 ARCAVE uses Secure Socket Layer (SSL) technology.

Furthermore, we will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Site.

## GIFT CARDS

ARCave Printed and Virtual Gift Cards are sold subject to the following terms and conditions:

1. Gift Cards are valid for 12 months from date of purchase.
2. Gift Cards can be redeemed against all products on the Rundumwein.com INTL site.
3. Gift Cards are non transferable and may not be returned or redeemed for cash.
4. If your order total is less than the value of the Gift Card, the remaining balance will be credited

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to your account and will be redeemed against subsequent orders. You may check your Gift Card balance online via your My Account page.

5. If your order exceeds the value of the Gift Card, the remaining balance must be paid by credit or debit card, unless you have existing Store Credit on your account, in which case the Store Credit will be redeemed for the remaining balance

of your order. If the remaining balance exceeds the value of your Store Credit as well, you must pay the remaining balance by credit or debit card. 6. If you return products you have purchased using a Gift Card, the remaining balance will be credited to your account as store credit and will be redeemed against subsequent orders. You may check your Store Credit balance online via your My Account page.

7. Virtual Gift Cards will be e-mailed to the recipient once the full order has been processed and payment has been taken. A copy will also be sent to the sender as confirmation of dispatch.
8. ARCAVE is not liable for delivery of a Virtual Gift Card to an incorrect or non-existent email address, this is the sole responsibility of the purchaser.
9. ARCAVE is not responsible if a Gift Card is lost, stolen, destroyed or used without permission.
10. ARCAVE reserves the right to cancel a Gift Card if we deem such action necessary.
11. Promotion codes cannot be applied to the purchase of Gift Cards with the exception of free shipping codes which can be applied to Printed Gift Cards orders.
12. Sales tax and shipping is applicable on any products purchased with a ARCAVE Gift Card.
13. Shipping is applicable on Printed Gift Cards.

## INSURANCE AND DELIVERY

ARCAVE insures each purchase during the time it is in transit until it is delivered to your specified delivery address. We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfilment by ARCAVE and transfer of responsibility in the same way.

Please note that we aim to dispatch all orders within 48 hours. Estimated delivery times are to be used as a guide only and commence from the date of dispatch, ARCAVE are not responsible for any delays caused by destination customs clearance processes.

## TRACKING YOUR ORDER

You can check the current status of your shipment by signing into your account and selecting ORDER STATUS. Simply type in your unique air waybill number which we emailed to you, and we will track your shipment for you.

ARCAVE will store a record of your transactions for a minimum of one year.

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## RETURNS AND EXCHANGES

### CANCELLING YOUR ORDER UNDER THE DISTANCE SELLING REGULATIONS

If you are based in the EU under the Consumer Protection (Distance Selling) Regulations 2000 (DSRs), you have the right to cancel your order with us, provided you give us written notice within 7 working days of receipt. Notice of contract cancellation under the DSRs must be given in writing to: Notice of Contract Cancellation, Customer Care Department, ARCAVE AG, Bärchistrasse 7,8460 Marthalen, Switzerland, or by email to: [customercare@Rundumwein.com](mailto:customercare@Rundumwein.com).

For orders cancelled under the DSRs, we will issue you with a full refund including the shipping cost. However, you will need to return the entire order to us by secure means to ensure it reaches us in good condition, at your own cost. Cancelled orders should be returned to: , ARCAVE AG, Bärchistrasse 7,8460 Marthalen, Switzerland. All items must be returned unused and in their original condition, from the original delivery country.

We recommend that you insure the return shipment as you are under a duty to take reasonable care of the goods and will be liable for damage to them until we receive them at our warehouse. In case of dispute, we also recommend you retain proof of sending. Refunds will be issued within 30 days of us receiving your cancellation notice. If we do not receive the cancelled order back, we will arrange to have it collected from you at your cost.

Please note you may only use your right to cancel the order under the DSRs if you give us formal written notice of cancellation within 7 working days of receiving the order, by email or post as described above, i.e. before requesting your RMA through your ARCAVE account.

[Our free collections service \(see below\) is not available for orders cancelled under the DSRs.](#)

### RETURNS AND EXCHANGES USING OUR FREE COLLECTION SERVICE

As an alternative to using your rights under the DSRs, you may prefer to return or exchange items using our free returns and exchanges collection service. You must request your Returns Merchandise Authorization (RMA) number within 7 days of order receipt, and return your unwanted items within 14 days of receiving your RMA number for a refund of the value of the item only, or an exchange for the same item in a different size (based on stock availability).

Please note our free collection service is not available for orders cancelled under the DSRs.

For full details on our Returns & Exchanges policy click [here](#)

#### Our policy

Items should be returned unused, and with all ARCAVE and designer garment tags still attached. Returns that are damaged or soiled may not be accepted and may be sent back to the customer and/or a refund refused.

Where provided, belts and any designer packaging such as authenticity cards, dust bags and leather tags should be included with your return.

Please email [info@Rundumwein.com](mailto:info@Rundumwein.com) if any of your purchases have been delivered without ARCAVE tags.



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All items returned should have a Return Merchandise Authorization (RMA) number to ease the process. Unidentified returns may be returned to the sender.

### Faulty goods

Goods are faulty if they are received damaged or where a manufacturing fault occurs within six months of purchase. Please note that items that are damaged as a result of normal wear and tear are not considered to be faulty.

If you would like to exchange a faulty item (instead of obtaining a refund), please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items. If it cannot be repaired or the same product is not available, you are entitled to a full refund

### Colours

We have made every effort to display as accurately as possible the colours of our products that appear on ARCAVE. However, as computer monitors vary, we cannot guarantee that your monitor's display of any colour will be completely accurate.

## INTELLECTUAL PROPERTY RIGHTS

Your use of the Sites and its contents grants no rights to you in relation to any copyright, designs, trademarks and any other intellectual property and material rights relating to the Content (as described in the Content section below), including ARCAVE Software and all HTML and other code contained in this Site. All such Content, including third party trademarks, designs and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorised by ARCAVE and/or its third party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.

## CONTENT

In addition to the Intellectual property rights mentioned above, „Content“ is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on this Site. ARCAVE tries to ensure that the information on this site is accurate and complete. ARCAVE does not promise that ARCAVE's Content is accurate, error-free. ARCAVE does not promise that the functional aspects of the Site or ARCAVE's Content will be error free or that this Site, ARCAVE Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed. Opinions expressed on ARCAVE TV are the personal opinions of the authors and do not reflect the views of ARCAVE. By posting you agree to be solely responsible for the content of all information you contribute. You also grant to ARCAVE a right to use any content you provide for its own purposes including republication in any form or media. Comments may be moderated and may take up to 72 hrs to be displayed but ARCAVE does not commit to checking all content and will not be liable for third party posts. If you have a complaint about any posts please mail [info@rundumwein.com](mailto:info@rundumwein.com). ARCAVE reserves the right at its sole discretion not to pub-

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lish or to remove any comment including those that it believes may be unlawful, defamatory, racist or libellous, incite hatred or violence, detrimental to people, institutions, religions or to people's privacy, which may cause harm to minors, is detrimental to the trade marks, patents and copyrighted content, contains personal data, improperly uses the medium for promoting and advertising businesses. This site is available to the public, information you consider confidential should not be posted to this site.

## **NO COMMERCIAL USE**

This Site is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products, or services contained within this Site. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Site.

## **YOUR ACTIVITY**

You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on and pursuant to this Site. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we may deny you access to this Site on a temporary or permanent basis.

## **THIRD PARTY SITES**

We may include hyperlinks on this Site to other websites or resources operated by parties other than ARCAVE, including advertisers. ARCAVE has not reviewed all of the sites linked to its Web Site and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

## **YOUR RIGHTS**

You have certain rights under the law. These include, in Switzerland:

1. That any products you order through this Site will be of satisfactory quality, fit for their intended purpose, and will conform to any description given on this Site;
2. Certain remedies if a product is defective; and

Nothing in the TOS is intended to affect these rights. For more information about your rights contact your local Citizens Advice Bureau or Trading Standards Bureau.

## **LIMITS ON OUR LIABILITY**

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

## **TOS**

Nothing in the TOS is intended to affect your rights under the law (see „Your Rights“ above).

If ARCAVE breaches the TOS we shall only be liable for losses which are direct losses and a reasonably foreseeable consequence of such a breach. Losses are foreseeable where, for example, they could be contemplated by you and ARCAVE at the time of you placing your order, and ARCAVE despatching your order. We shall only be liable for losses up to 150% of the total value of goods purchased.

We are not responsible for losses not caused by our breach or negligence, 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 TOS where such failure is due to events which beyond our reasonable control.

## **COMPENSATION**

At our request, you agree to compensate us fully, defend us and hold us ARCAVE harmless immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the TOS by you including the use by any other persons accessing this Site using your Internet account caused by your action or inaction.

## **OUR RELATIONSHIP**

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and ARCAVE as a result of the TOS or your use of this Site. You agree that you may not and will not hold yourself out as a representative, agent, or employee of ARCAVE, and we shall not be liable for any representation, act, or omission on your part.

## **NO WAIVER**

If you breach the TOS and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the TOS.

## **GOVERNING LAW**

The TOS together with all our policies and procedures will be governed by and construed in accordance with the relevant Swiss law and the relevant courts of the Switzerland will have exclusive jurisdiction.

### **ARCave AG**

Switzerland