

General terms and conditions Janssen Cosmetics

1. Scope of application

This Online Shop is for end-users (consumers), for retailers and resellers (salons & spas) as well as for wholesalers (distributors). The following terms and conditions apply to all orders via our online shop. They apply to all orders originated from Germany, France and Great Britain. Orders from other countries are not delivered by Janssen Cosmetics GmbH (Germany), the order will be forwarded to the corresponding representative of that country. At the moment of the conclusion of the order, the purchaser is informed by a pop-up notification of the representative for his country. The following conditions are therefore only applicable for orders from Germany, France and Great Britain.

2. Contracting party, conclusion of contract

The purchase contract is concluded with Janssen Cosmetics GmbH. The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue. You can initially place our products, without further obligation into the shopping cart and correct your entries before sending your binding order at any time by using the instructions provided for this in the order process and as explained by correction aids. By clicking the order button, you place a binding order of the goods contained in the shopping basket. The confirmation of the receipt of your order is made by e-mail immediately after sending the order.

When the contract is concluded with us, depends on the type of payment chosen by you:

PayPal Plus

As part of the PayPal Plus Payment Services, we offer various payment methods. After placing the order, you will be redirected to the website of the online PayPal provider. There you can specify your payment data and confirm payment instructions to PayPal. This is how and when the contract with us will be effective.

3. Contract language, contract renewal

The language available for the contract is either German or English or French or Dutch. We store the contract text and send you the order data together with our GTC by e-mail. You can also view and download the terms and conditions on this page at any time. You can view your past orders in our customer login section.

4. Registration

Consumers can order in the shop without registering an account. They always see the consumer prices including VAT. However, consumers are still free to register and to open an account, as this will offer them certain advantages and perks.

Retailers (such as beauty institutes, spas, wellness centers or other institutions of professional cosmetics) have to register first and to open an account. The registration will be verified and the tax-number will be requested. If the verification process is successful,

the Retailer will receive an account number from Janssen Cosmetics and will be allocated all relevant parameters (region, representative number, salon purchase price tax excluded, tax system and tax rate depending on the country) and the registration will then be confirmed. Once confirmed, the customer will see the product catalogue for Retailer, i.e. retail items for retail sales, salon items for professional use and free of charge promotional items.

Wholesalers or distributors must also register. The procedure is identical to that of the retailer, but the characteristics of the customer number are different, and above all the prices.

5. Product Catalogue

The product catalog of the website Janssen-Cosmetics.Com contains all products of Janssen Cosmetics, both products for retail sale to end users as well as products for professional use in beauty salons, spas or other professional institutions where cosmetic treatment services are delivered. Consumers have only access to the sales items offered to consumer.

Retailers also have access to the sales items as resellers, but also to the so-called professional salon items which are only for the use in the cosmetics cabin, but not for resale. In addition, the retailer also has access to the so-called promotional items. These are specific sales promotion products used by the retailer in his salon, such as posters, decoration material, product knowledge materials and treatment protocols; or product samples and information brochures/flyers or gift items intended for free distribution to the consumer.

Wholesalers also have access to all three product types: sales items, cabin items and promotional items.

If you want to know more about the products or if you want to buy the products, you can do so as consumer, as retailer (beauty institute) or as wholesaler (distributor).

For detailed product information please click on the product designation line or the product photo. Product Information will deliver a detailed product description, the application of products, the important active principles, the weight of the article, the barcode (EAN number).

6. Prices and Value Added Tax (VAT)

Prices for consumer, VAT included

1. The gross prices, VAT included, are valid as they are displayed in the internet in the moment of the order. The VAT rate included in the prices is as follows:

- in Germany, 19% VAT included
- in France, 20% VAT included
- in Great Britain, 20% VAT included

2. The prices displayed in the website janssen-cosmetics.com are either in Euro (€) or in currency, as follows:

- in Germany and France prices displayed are in €
- in Great Britain prices displayed are in Pound (£) – Iso Code GBP

Prices for retailer such as salons, spas, VAT excluded

If a Retailer has registered and if his registration has been confirmed, the prices displayed in the website are the salon purchase prices, VAT excluded, applicable in his country (net prices). For deliveries inside Germany the applicable tax is 19%, for France it is 20% and for Great Britain it is 20%.

Prices and tax rates of our authorized foreign representatives

Registrations and orders from countries where Janssen Cosmetics has an authorized representative, [see list here](#), are received, processed, shipped and billed by the authorized representative of Janssen Cosmetics for that country. The listed tax rates (VAT or GST) apply for all orders from these countries. Also delivery terms and shipping rates as well as payment terms and methods are listed for each country. The order confirmation that you receive by e-mail after placing your order, includes the signature (name, address, contact mail) of the authorized representative who will ship and invoice the order. As a conclusion, please observe the Terms and Conditions of the authorized representative.

Prices and tax rates in all other countries

In all other countries where no sales representation exists, prices will be indicated in EURO (€) for all European countries and in US \$ (for the rest of the world). The EU prices include 19% VAT, prices for customers outside EU include 6,25% VAT.

7. How to order

The products are ordered by selecting them in the catalogue, either by grid view, or by detailed view or by list view. The List View allows you to list up to 100 products per page. In the case of Grid View and detailed view, you add the products one by one to the shopping cart, in the case of list view, you fill the list and place the products collected in the shopping cart page by page.

When the order is finished, you can check the content of the shopping cart. You may delete items or you may add some. After your check you can confirm the purchase order and then choose the delivery address and the payment condition.

By pressing the button BUY, the order is binding and it will be sent to Janssen Cosmetics or the representative. You will receive a confirmation of the order indicating the representative which will deliver and bill this order. Purchase orders initiated from Germany, France and Great Britain are invoiced by Janssen Cosmetics GmbH and delivered to the buyer's delivery address by courier service within 2-5 business days..

8. Delivery

If the payment is made, the order is executed and usually delivered within two business days, maximum within 5 business days. The delivery of the order will be made by parcel service. Depending on the value and the size of the order, shipping costs are either free, or freight charges are added to the order value.

a) Freight charges for consumer (private consumer) from Germany, France, Great Britain

For deliveries inside Germany a flat rate of € 4,95 € (incl. tax) is added to the order. If the value of the order exceeds 75 €, shipping is free within Germany.

For deliveries inside France a flat rate of € 12,50 € (incl. tax) is added to the order. If the value of the order exceeds 100 €, shipping is free within France.

For deliveries inside Great Britain a flat rate of 12.60 £ (incl. tax) is added to the order. If the value of the order exceeds 120,00 £ shipping is free within the UK.

Those flat rates for shipping costs are applicable without any restriction of weight of the order.

Delivery is made by a courier service, in Germany this is DHL, in France and Great Britain it is UPS. Other countries are also delivered by UPS. Pick up of order is not possible.

The country of the billing address and the country of the delivery address must be identical. We deliver orders from Germany only inside Germany, orders from France only within France and orders from Great Britain only to Great Britain.

The land chosen as billing address is therefore pre-set in the delivery address. If the buyer wants to change that country, the following information pops up: "The country of the delivery address and the country of the billing address must be identical. If you want to deliver in another country, you need to have a billing address in that country". Applicable countries are [listed here](#), including shipping cost and available payment methods. If you do not have any billing address in one of these countries, we kindly ask you to contact the authorized representative for your country. All addresses of our authorized representatives can be found [here](#).

b) Shipping costs for retailers from Germany, France, Great Britain (salon owner, spa)

In addition to the prices displayed on the website for retailer, shipping costs are added per the delivery on the invoice. There is free shipping if the minimum purchase amount is reached. For retailer shipping costs are as follows:

Germany: 4,95 €, free shipping for orders above 200 €

France: 10,42 €, free shipping for orders above 300 €

Great Britain: 12,60 £, free shipping for orders above 340 £

These shipping cost flat rates are applicable without restrictions to the weight of the order.

c) Shipping costs for deliveries supplied by foreign representatives

Orders from countries [listed here](#) are received, processed, shipped and invoiced by the authorized representative of Janssen Cosmetics for the country in question. Shipping cost will be added according to the listed rates for each country. These shipping rates are applicable without restrictions to the weight of the order. For retailers in the listed countries the delivery and shipping terms are contracted individually between the authorized representative and the salon retailer.

d) No delivery to other countries

We do not deliver outside the countries [listed here](#). In case such a country is selected as shipping/invoicing address, the consumer will receive a notification that delivery in such countries is not possible, and he will be invited to contact the local representative for that country.

9. Payment

Payment methods for deliveries inside Germany, France, or Great Britain

a) Payment methods for consumers from Germany, France, Great Britain

As member of the PayPal Plus Payment Service, we offer various payment methods as **PayPal Services**. You will be redirected to the website of PayPal. There you can select

your payment method, confirm the use of your data to PayPal and give your payment instructions to PayPal. You will get more information during the ordering process. Within PayPal Services the following payment methods are possible:

- Payment via your Paypal account, according to the conditions you have agreed with Paypal
- Payment by credit card outside your Paypal account (without using your account)
- Payment by direct debit outside the Paypal account (without using your account)
- Purchase against invoice outside the PayPal account (without using your account)

If you have selected the payment type **PayPal**, you must be registered there and / or register and authenticate with your access data in order to be able to pay the invoice amount. Immediately after sending the goods, we request PayPal to initiate the payment transaction. The payment transaction is carried out automatically by PayPal.

If you have chosen the payment type **credit card**, you do not need to be register with PayPal in order to pay the invoice amount. As a legitimate cardholder, the payment transaction will be carried out by your credit card company at the request of PayPal immediately after dispatch of the goods and your card will be debited.

If you have selected the payment method **direct debit**, you do not need to be registered with PayPal in order to pay the invoice amount. With confirmation of payment instructions, you issue PayPal a direct debit mandate. You will be informed by PayPal about the date of the account debit (Prenotification). PayPal submits the payment transaction immediately after submitting the direct debit mandate. The payment transaction is executed and your account is debited.

If you have chosen purchase **against invoice**, you do not need to be registered with PayPal to pay the invoice amount. The payment transaction can be made after receipt of the invoice by a transfer from your bank account.

b) Payment methods for retailers from Germany, France, Great Britain (beauty salons, spas)

For retailers such as beauty salons, spas, or other cosmetic service institutions, the following payment methods are possible:

- Payment via your Paypal account, according to the conditions you have agreed with Paypal
- Payment by credit card outside your Paypal account (without using your account)
- Payment by direct debit outside the Paypal account (without using your account)

If you have selected the payment type **PayPal**, you must be registered there and / or register and authenticate with your access data in order to be able to pay the invoice amount. Immediately after sending the goods, we request PayPal to initiate the payment transaction. The payment transaction is carried out automatically by PayPal.

If you have chosen the payment type **credit card**, you do not need to be register with PayPal in order to pay the invoice amount. As a legitimate cardholder, the payment transaction will be carried out by your credit card company at the request of PayPal immediately after dispatch of the goods and your card will be debited.

If you have selected the payment method **direct debit**, you do not need to be registered with PayPal in order to pay the invoice amount. With confirmation of payment instructions, you issue PayPal a direct debit mandate. You will be informed by PayPal about the date of the account debit (Prenotification). PayPal submits the payment transaction immediately

after submitting the direct debit mandate. The payment transaction is executed and your account is debited.

c) For wholesalers (distributors or general agents)

Payment shall be made upon presentation of the invoice in accordance with the agreed terms.

d) Payment methods for deliveries by our authorized representatives

Orders originating from countries [listed here](#) are received, processed, shipped and invoiced by the authorized representative of Janssen Cosmetics for that country. Payment will be requested in accordance with the payment method indicated in the list for the country in question. Therefore the purchase contract is considered to be concluded between the buyer and the authorized Janssen Cosmetics representative. The signature of the representative (name, address, mail contact) is indicated on the order confirmation.

10. Proprietary reservation

The goods remain our property until full payment.

11. Transportation damage

If goods with obvious transport damage are delivered, please report such errors to the delivery company as soon as possible and contact us immediately. The non-compliance of a complaint or contact has no consequences for your statutory claims and their enforcement, in particular your warranty rights. However, they help us to assert our own claims against the freight carrier or the transport insurance.

12. Warranty and Guarantees

The statutory right of deficiency shall apply. Information about any applicable additional warranties and their exact terms can be found at the product and on special information pages in the online shop.

13. Trusted Shops Trustbadge

We have integrated the Trusted Shops Trustbadge on this website in order to display our Trusted Shops Trustmark and offer the Trusted Shops products to customers after placing an order.

This serves the protection of our legitimate interests in the optimal marketing of our offer according to art. 6 (1) 1 lit f GDPR that are overriding in the process of balancing of interests. The Trustbadge and the advertised trust badge services are offered by Trusted Shops GmbH, Subbelrather Str. 15C, 50823 Cologne, Germany.

With every use of the Trustbadge, the web server automatically saves a so-called server log file which contains e.g. your IP address, the date and time of the request, the volume of data transferred and the requesting provider (access data), and documents the request. Those access data are not analysed and are automatically overwritten no later than seven days after the end of your website visit.

Other personal data are transferred to Trusted Shops only if you decide to use or have already registered to use Trusted Shops products after placing an order. In such a case, the contract concluded between you and Trusted Shops applies.

14. Code of Conduct

We have submitted the following codes of conduct: Trusted Shops Code of Conduct (<http://www.trustedshops.de/shopbetreiber/qualitaetskriterien.html>)

15. Online Dispute Resolution

Online Dispute Resolution under Article 14 (1) of the ODR Regulation: The European Commission provides a platform for online dispute resolution (OS), which can be found at <https://ec.europa.eu/consumers/odr/>

Aachen, 18 May 2018