

## General Terms and Conditions of Business

### §1 General Information

1. In respect to business relations of all types between Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited and its customers, the following General Terms and Conditions of Business hold true in their legally valid versions, respectively. Divergent conditions or general business practices of the customer have no legal validity unless a written agreement has been negotiated elsewhere.

2. The product display in the online store does not constitute a legally binding offer but is rather a noncommittal online catalogue showing the product line. By clicking the 'Send Order' button, customers agree to buy the goods in the cart, and this order is legally binding. The customer receives an order confirmation immediately after the order is transmitted. Alternatively, Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited may also confirm the order by sending a separate email or by initiating the product delivery.

Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited then store the text of the contract and email the order data and a link to the General Terms and Conditions to the customer. The customer is able to view all prior orders after logging in to the customer service pages of our website.

3. Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited reserve the right to deny the promised service subsequent to determining that the goods are no longer available, both 1) after contractual settlement and 2) although a corresponding hedging transaction has been concluded. In such a case, the customer will be notified immediately. All reciprocations and considerations of any kind provided by the customer beforehand will be reimbursed without delay. It is then excluded that further legal claims be raised by the customer against Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited.

4. The contractual language is English.

## §2 Delivery

1. Delivery occurs at the customer's own risk. As soon as the goods have been entrusted to a transportation company by Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited, the risk automatically transfers to the customer. This also holds true for partial deliveries. The delivery is sent to the delivery address indicated by the customer. Should the customer be a "consumer" in the sense defined by the laws of Malta, the danger of accidental perishability or the accidental ruination of the purchased goods – even in the event of a "sale to destination" - first becomes the legal responsibility of the customer after the goods have been delivered. The same holds in respect to the delivery, should the customer receive the goods belatedly.
2. All prices are in cash, including value-added tax/sales tax, as well as other ensuing charges for packaging, handling and transportation.
3. Domestic shipments within Malta are effected at a minimal fee of Euro 2 per delivery inclusive of all relevant taxes. We post the shipping charges for International deliveries at shipping. In case the goods are shipped to a foreign country outside the European trading zone, the customer also bears the tariffs and fees.
4. Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited only accept purchases of not less than 30 EUR.
5. The goods should be examined immediately after delivery by the customer or an authorized individual to detect any transportation damages. Detectible transportation damages are to be reported without delay in written form. Packaging damages are to be confirmed in written form by the transportation company upon delivery.
6. In general, any information concerning delivery dates is not legally binding, unless a definite date of delivery has been set in writing.
7. Claims for damages against Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited arising from non-fulfilment of contract or delay are excluded to the extent neither premeditation nor gross negligence can be established.

### §3 Rights of Refund

1. The customer has the possibility to return all articles from our current assortment without reason and within 15 days, and thus, to make use of our "money back guarantee", i.e. to the extent the customer is a "consumer" in the sense defined by the laws of Malta. This only holds true for sales contracts under delivery conditions or by indirect means (telecommunications) in accordance with the laws of Malta. The goods must be returned to Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited in orderly condition, without signs of wear and exempted from all third party claims. Punctual return is sufficient in order to satisfy legal deadlines.

Order cancelations shall be submitted to:

**Perfumesandmore  
ROCS retail  
Charichelon Co. Limited  
21 ROCS House  
Main Street  
Mellieha MLH2310  
Malta  
Europe  
Email [manager@dpmalta.com](mailto:manager@dpmalta.com)  
Telephone +356 21 524 123**

### 2. The Consequences of Cancellation

In case of an effective cancellation, both parties shall return the received goods, payments. In case the customer is unable to return any or all of the received goods and benefits or in case he returns them in a diminished state, the customer shall compensate us for the lost value. This shall not apply to objects when the reduction of their value is caused exclusively by testing them – e.g. the way a customer in a brick and mortar store may evaluate merchandise. Incidentally, the customer is free to avoid the obligation to compensate the contractual partner for lost value due to using the object as intended by not using the object like his/her property and by refraining from all use that may result in a value loss. To the extent possible, the customer shall return objects by parcel post. The customer shall bear the costs of returning the merchandise provided the goods have been delivered as ordered and the price of the return merchandise does not exceed EUR 60.00 or in case of merchandise valued at more than EUR 60.00, when at the time of the cancellation the customer has not performed as stipulated or has not made the contractually agreed partial or full payment. In all other cases the customer may return the merchandise free of charge. Objects not suitable for shipment by parcel post shall be picked up at the customer's premises. The obligation to return received payments shall

be fulfilled within 30 days. For the customer the grace period starts with the date the cancelation is sent or the object is returned; for the vendor, Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited the grace period begins with the receipt of the cancelation or the returned goods.

### 3. Financed Business Transactions

In case the vendor finances the transaction through a loan and the customer cancels the transaction, the customer is no longer legally bound by the terms of the loan agreement, provided the two agreements constitute an economic unit. This is the assumption when we act toward the customer as the vendor and the lender or in case we assist the customer in securing the loan. If at the time of the cancelation or the return of the goods we have already become the beneficiary of a granted loan, then the lender shall step into our rights and obligations toward the customer as far as they are the result of the financed agreement.

#### §4. Money-Back Guarantee

1. In addition to the customer's mandatory right of withdrawal according to the laws of Malta, Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited extend its money back guarantee to customers for another 15 days beyond the mandated withdrawal period. The customer is entitled to return our delivered merchandise within fifteen (15) days no questions asked. This period begins at the time the customer receives these special instructions in writing (e.g. by letter, fax or email), the merchandise and after receiving all mandatory information prescribed for distance selling and ecommerce. The timely shipment of the merchandise or the timely request of return shall be sufficient for meeting the cancelation time limit. The right of cancelation can only be exercised by shipping back (returning) the merchandise, provided it can be shipped by parcel post. In case merchandise is unsuitable for shipment by parcel post, we will commission a forwarding agent to pick up the merchandise at the customer's premises.

We recommend contacting our customer service prior to returning merchandise.

2. The 15-day money back period applies only to distance sales agreements pursuant to Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited regrets not to be able to carry the shipping / transport costs for return shipments from foreign countries as part of the 15-day money back guarantee.

3. Rights of return are to be considered forfeited if the goods have been manufactured according to the order of the customer.

4. Should the customer make use of refund rights, Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited have the right to demand an appropriate compensatory payment for the period of time during which the goods remained in possession of the customer.

5. Furthermore, customers exercising their rights of refund must compensate Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited for any diminishment in value or for the complete value of the goods, to the extent the customer was not able to return the goods in orderly condition, as the customer is responsible for the ruination, perishability or other deficiency of the delivered wares. This does not hold true in respect to the ruination of goods whose damaged condition was caused exclusively by a standard examination, as would have been possible in a normal shop. Moreover, the duty of value compensation can be avoided by not making use of the article as the proper owner would, and by refraining from any activity which would reduce the value of the article.

6. In case the customer returns individual items from bundled merchandise or sets within the 14-day cancelation period or within the 15-day money back guarantee period, we will charge the customer the regular sales price for the retained items.

7. These provisions do not affect the mandatory right of withdrawal for the purchase of goods from a distance seller.

## §5 Warranties and Claims for Damages

1. Defects or other damages owing to faulty or inappropriate handling, unsuitable packaging or shipment, the use of inappropriate accessories or an alteration of the original components by the customer or by a third party not authorized by Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited, are not protected by warranty.
2. Naturally occurring signs of wear are equally excluded from warranty protection.
3. Should the customer accept the goods or commissioned wares despite prior knowledge of deficiencies, warranty rights only exist to the extent described below, if the customer reserves these rights expressly and in written form directly after having received the delivery.
4. Warranty claims arising from transportation damages may only be enforced by the customer if the formalities in accordance the provisions of these terms and conditions have been fulfilled. This in turn does not hold true if the customer is a "consumer" in the sense defined by the laws of Malta.
5. The warranty period extends to 1 month for new articles. The period begins subsequent to the passage of risk in accordance with the laws of Malta.
6. Otherwise, warranty formalities are carried out in congruence with the usual legal regulations.
7. Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited are liable for damages arising from other causes than the detriment to life, body and health only to the extent these have their basis in a premeditated act, gross negligence or the culpable violation of a fundamental contractual obligation on the part of Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited or its legal proxies (e.g. its delivery service partners). Liability for compensation claims above and beyond this are excluded. The legal stipulations of Maltese product liability laws have no application in such cases. Should a fundamental contractual obligation indeed be violated in a negligent manner, the liability of Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited is limited to foreseeable damages alone.

## §6 Due Dates and Payment Conditions

1. Invoices sent by Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited – as long as no agreements of a divergent nature have been set in writing – are to be paid in full without delay.
2. Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited reserve the right to decline cheques and other non-cash means of payment. Payments are always solely accepted on account of performance. Payments in foreign currency are credited according to our bank statement. The customer bears the banking fees.
3. Should the customer be in arrears in respect to paying the designated purchase price, interest is to be paid on the sum of the purchase price at a value of five percentage points above the standard Malta interest rate for the period of delinquency. In the event that Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited are in a position to substantiate greater damages caused by delay, Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited reserve the right to raise corresponding legal claims.

## §8 Reservation of Ownership

1. Until all payment responsibilities have been fulfilled by the customer, including all subsidiary obligations which may have arisen, the delivered goods remain the legal property of Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited. In respect to contracts negotiated with consumers Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited reserve its right of property until the full remittance of the purchase price.

2. The customer is not authorized to tender the goods to third parties until the purchase price has been paid in full, or to take any other measures which would endanger the property of Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited. Already now, the customer has relinquished his/her future claims in deference to the acquiring party at the amount of the purchase price negotiated between Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited and the customer, including interest and any subsidiary demands to be brought against Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited. Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited accept this relinquishment of rights.

## **§9 Place of Execution and Place of Jurisdiction**

1. Legal jurisdiction is exercised by the Republic of Malta exclusively.
2. The place of execution for all services and products negotiated in business transactions with Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited is Mellieha, Republic of Malta i.e. to the extent the customer is a businessman or businesswoman, dealer, legal person from the public sector or special property of the public sector.
3. The exclusive place of jurisdiction for any legal proceedings against Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited is the Republic of Malta. The same holds true for legal action taken by Perfumesandmore and/or D & P Perfumum and/or the ROCS group and/or ROCS retail and/or Charichelon Co. Limited against its customers, i.e. to the extent the customer is a businessman or businesswoman, dealer, legal person from the public sector or special property of the public sector.

## §10 Final Clause

Should any of these individual contractual conditions – for which reasons whatsoever – not be legally enforceable, this does not mitigate the legal validity of the remaining agreements in any way.