

# Terms & Conditions

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### § 1 General

mytheresa.com GmbH, Einsteinring 9, 85609 Aschheim/München, managing directors: Francis Belin, Dominik Laß, Julian Paul, Simon Tweed, phone: +49 89 127695-0, [info@mytheresa.com](mailto:info@mytheresa.com) (hereinafter "mytheresa.com" or "we"), operates an online shop at the internet address [www.mytheresa.com](http://www.mytheresa.com) (the "Website"), whose offers are aimed exclusively at consumers who make purchases for private purposes. All orders placed by you via the Website as well as our deliveries and services are governed exclusively by the General Terms and Conditions of Business set out below, as applicable at the time the order is placed. We do not accept any diverging terms and conditions from the customer except where specifically agreed in writing.

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <http://ec.europa.eu/odr>.

We are not willing to enter into dispute resolution proceedings before the consumer arbitration board.

### § 2 Contracts

1. The languages available for contracts depend on the country of destination selected:

Destination

Available languages

Germany

German, English

Austria

German, English

Switzerland

German, English, Italian, French

Italy

German, English, Italian

France

German, English, French

UK

English

USA

English, Spanish

Japan

English

Middle East

English, Arabic

Singapore

English

Hong Kong

English

China

English, Chinese

Korea

English, Korean

Australia

English

Netherlands

German, English

Taiwan

English

Macau

English

Other EU Member States

English, German, French, Spanish

Non-EU European countries

English, German

Latin America

English, Spanish

Other destinations

English

Middle East: Bahrain, Qatar, Kuwait, Oman, Saudi-Arabia, UAE

Latin America: Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, French Guiana, Guatemala, Honduras, Mexico, Nicaragua, Panama, Peru, Puerto Rico, Uruguay, Venezuela

2. The presentation of products on our Website does not constitute any offer by mytheresa.com for a purchase contract.

3. By submitting the order form provided on our Website to us you are placing a binding offer for a purchase contract with us. You submit an offer by entering all required information during the ordering process and posting the order form to us by using the button "complete purchase". Before you submit your offer you will be able to view the details

input by you and correct any mistakes in the information provided.

4. On receipt of your order we will send you an e-mail confirming receipt of your order and stating the details of your order (order confirmation). Please note that our order confirmation does not constitute a declaration of acceptance of your contractual offer but serves for information purposes only.

5. A purchase contract between you and mytheresa.com will become effective only after we have accepted the offer by dispatching the goods ordered. If payment in advance was chosen as payment option, the goods will be dispatched only after the full amount has been credited to our account.

6. mytheresa.com has the right to refuse any offer without stating a reason, especially if there are legitimate grounds to suspect that the goods purchased via the internet are intended to be resold on a commercial basis.

7. mytheresa.com reserves the right to refuse or cancel any order if the order was generated by software, a machine, a crawler, a spider, or other automated web programs or scripted behaviour systems or by the use of third-party services used to place the order on your behalf.

### § 3 Information on the Right of Withdrawal

The right of withdrawal applies solely to consumers under § 13 of the German Civil Code of Law.

#### RIGHT OF WITHDRAWAL

You may withdraw from your contract of purchase within 14 days without having to state reasons.

The allocated cancellation timeframe is 14 days, effective the day that you or an assigned third party, who may not be the carrier/courier, took said commodities into their possession.

To administer your right to cancel your order, you have to inform us, Mytheresa International Services GmbH, Paul-Thiersch-Straße 16a-e, 04435 Schkeuditz, Germany, [customercare@mytheresa.com](mailto:customercare@mytheresa.com), Phone +49 89 127695-100, Fax: +49 89 127695-200, by sending us an explicit declaration stating that you withdraw from your contract of purchase (for example: by sending us a letter in the mail, fax, or an email). You may use the cancellation template that is attached; however, it is not mandatory to use this template. You may also exercise your right to cancel your order online [here](#). If you use this online function, we will promptly acknowledge receipt of your cancellation by email, providing information on the content of the withdrawal declaration as well as the date and time of its receipt.

It will suffice to send us your notice of withdrawal within the given cancellation timeframe in order for the 14-day cancellation timeframe to be granted.

#### CONSEQUENCES OF WITHDRAWAL

If you withdraw from your contract of purchase, we are obligated to refund all payments that we have received from you, including shipping costs (excluding additional shipping costs that result from choosing a different shipping option, other than the regular standard shipping option that we offer) immediately and within 14 days at most, effective the day that we receive notice of withdrawal.

The payment method which was used to make the transaction will also be used for the reimbursement, unless we have explicitly agreed to something else. You will not be charged any fees for the reimbursement.

We reserve the right to withhold the reimbursement until we have received the returned items or until we have received your notification that you have returned the items, whichever comes first.

The items have to be sent back to us immediately and no later than fourteen days after the date on which you notify us of your withdrawal from this contract. The extended deadline will be granted if the items are sent back within fourteen days. All return shipments are at our expense.

You are only required to compensate us for any loss in value if the loss in value can be traced back to unnecessary handling, which goes beyond the admissible proofing of the condition of the item, its characteristics and functionality.

#### EXCLUSION AND EXPIRY OF THE RIGHT OF WITHDRAWAL

The right of withdrawal applies only to non-customised and non-modified goods. The right of withdrawal shall not apply to personalised or custom-made products, and shall expire in respect of such products.

End of the Right of Withdrawal Notice

Model Withdrawal Form A copy of the model withdrawal form is made available for download [here](#). We will provide you with a copy of the model withdrawal form without undue delay after the conclusion of the contract.

End of advisory

#### § 4 Voluntary returns right

1. Independently of your statutory right of revocation, mytheresa.com offers you the following voluntary right of return: All mytheresa.com products can be returned to mytheresa.com within 30 days of receipt of the products. However, the right of return only applies to unworn, unwashed and defect-free items from which the labels have not been removed. Any loss of value due to wearing, washing or causing other traces of use as well as removal of the safety label, removal/damage of the original packaging, accessories, etc. will result in the return being rejected, as we cannot offer these items for sale again. In this case, the goods will be returned to the customer without reimbursement of the purchase price.

##### 2. Return shipments

2.1. All return shipments will be at our expense, if the following provisions are complied with.

2.2. All return shipments are made solely using the same service as the original delivery (DHL or UPS) using the way bill or return sticker that is enclosed in the original package. The necessary documents and instructions for returning items will be enclosed in your package.

2.3. Please note that we can only accept returns from the country which the shipment was sent to. If the shipment was sent to Austria, for instance, we can only accept a return from Austria.

2.4. In case of a return, we will refund the money onto your account/credit card. Potential losses due to currency fluctuations will not be refunded.

2.5. Please send all returns to: Mytheresa International Services GmbH, Paul-Thiersch-Straße 16a-e, 04435 Schkeuditz, Germany, [customercare@mytheresa.com](mailto:customercare@mytheresa.com).

2.6. Please note that personalized product orders cannot be canceled, and such products that have been personalized in any way or otherwise made to your bespoke specifications cannot be returned for exchange or refund. This includes, without limitation, custom orders, special orders, and products that have been engraved or altered from their original condition (resized, modified).

3. We reserve the right to regularly review the purchasing and return behavior of our customers. If a return rate of over seventy percent (70%) is determined within a period of up to twelve (12) months, we reserve the right to temporarily or permanently refuse or block future orders at our reasonable discretion.

This measure serves in particular to avoid excessive environmental impact from avoidable transport routes and packaging materials, as well as to optimize the availability and quality of goods.

This does not affect any statutory rights of customers, in particular the right of withdrawal and warranty claims. The exercise of such legally guaranteed rights is neither restricted nor excluded by this provision.

4. If you have questions regarding our returns policy, please contact a customer service representative:

email: [customercare@mytheresa.com](mailto:customercare@mytheresa.com)

Phone: +49 89 127695-100

Fax: +49 89 127695-200

5. Please note that the 30-day returns policy does not apply to climate action support.

This voluntary right of return does not limit your legal rights nor does it limit your right to the above-mentioned cancellation policy.

§ 5 Prices; product presentation; availability; Gift Card; promotion code

1. The prices stated on our Website [www.mytheresa.com](http://www.mytheresa.com) at the time of your order apply.

2. The goods offered at mytheresa.com are presented on the Website in the form of digital photographs of the actual products. Minor discrepancies between the presentation and the actual products do not qualify as a defect in the goods ordered.

3. If you have ordered several items at the same time, the products may be delivered at different times. Sec. 266 BGB remains unaffected. Shipping charges will be incurred only once in any such case.

4. Gift Card

4.1 The Gift Card can be used to purchase any article available on our website – except for additional Gift Cards – prior to its expiration date.

4.2. Exchanges or reimbursements of your gift card are only applicable in accordance with the return and withdrawal rights and conditions.

4.3 The Gift Card is only valid in countries that we ship to in the respective currencies, stated on our website. The Gift Card can only be used in the destination country, determined when purchasing the Gift Card.

4.4 When purchasing the Gift Card you may choose between sending the Gift Card per email or by regular mail.

4.5 mytheresa.com reserves the right to cancel or block the Gift Card, if deemed necessary due to legal reasons, for example, in case of loss or misuse of the Gift Card. You will be informed immediately by mytheresa.com in the case of cancelling or blocking the Gift Card.

## 5. Promotion Code

5.1 Promotion codes have different time periods of validity and are applicable for purchase of any product available on the website, except additional Gift Cards. To determine the validity period, please refer to the document which contains the promotion code.

5.2 Exchanges or reimbursements of promotion codes, which were part of a marketing promotion or which you may have received on behalf of mytheresa.com, are non-permissible. The disbursement of promotional codes is not permissible outside of the standard return timeframe stated in our terms and conditions.

5.3 mytheresa.com reserves the right to cancel or block the promotion code, if deemed necessary due to legal reasons, for example, in case of loss or misuse of the promotion code. You will be informed immediately by mytheresa.com in the case of cancelling or blocking the promotion code.

5.4 Return policy for orders purchased using a promotion code:

If you make use of legal right of return or our voluntary return policy, you will be reimbursed for the total amount of the returned items. If you are returning only one of the items from your order, the value of the promotion code will be adjusted accordingly, and only the amount relevant to the returned item will be refunded. The promotion code loses its validity proportionate to the worth of the returned item. If you are returning your complete order, the amount paid will be refunded in full, but the promotion code can no longer be applied to future purchases. Please note that promotion codes from sales campaigns cannot be replaced or refunded.

## § 6 Storage of contract data

We store your order data. If you wish to print your order, you may do so by printing out an "acknowledgment of receipt". It will appear on your screen once you have submitted your order to us by clicking the "complete purchase" button and your credit card details have been verified.

In addition, you will receive an email order confirmation stating all details entered as well as the cancellation template, which can be printed.

## § 7 Shipping & dispatch

1. Your package will be shipped with either DHL or UPS, depending on the final destination. In Germany, you may choose DHL Standard, DHL Express, UPS Express, or UPS Standard as your preferred shipping method. Mytheresa.com is liable for any potential transport risks.

2. The goods will be ready for dispatch on or after the day following your order. Unless agreed otherwise, delivery will be made within 1 to 5 business days to the shipment address specified by customer, depending on the shipment method and place of delivery chosen. If payment in advance was chosen as payment option, the goods will be dispatched only after the full purchase price has been credited to our account.

### 3. Deliveries to non-EU destinations

#### 3a) Deliveries to Switzerland

Based on experience, deliveries to Switzerland take 1 to 3 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include value-added tax as applicable in Switzerland as well as customs and handling charges, but are exclusive of German value-added tax.

#### 3b) Deliveries to Japan

Based on experience, deliveries to Japan take 2 to 5 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include value-added tax as applicable in Japan as well as customs and handling charges, but are exclusive of German value-added tax.

#### 3c) Deliveries to the USA

Based on experience, deliveries to the USA take 1 to 3 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include customs and handling charges, but are exclusive of German value-added tax and US sales tax.

#### 3d) Deliveries to the Middle East

(GCC including: Bahrain, Kuwait, Oman, Qatar, U.A.E, Saudi Arabia)

Based on experience, deliveries to the Middle East take 1-4 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of customs duties and handling fees, but exclusive of German sales tax.

#### 3e) Deliveries to Hong Kong

Based on experience, deliveries to Hong Kong take 2-4 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of customs duties and handling fees, but exclusive of German sales tax.

#### 3f) Deliveries to Australia

Based on experience, deliveries to Australia take 2-5 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of customs duties, handling fees, and goods and services tax but exclusive of German sales tax.

#### 3g) Deliveries to Singapore

Based on experience, deliveries to Singapore take 2-4 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of all taxes and handling fees but exclusive of German sales tax.

#### 3h) Deliveries to mainland China

Based on experience, deliveries to mainland China take 2 to 5 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include

value-added tax as applicable in mainland China as well as customs and handling charges, but are exclusive of German value-added tax.

### 3i) Deliveries to Russia

Based on experience, deliveries to Russia take 2 to 5 business days. Please be aware that we cover insurance of the goods and all costs incurred for shipping documents. The product prices as indicated are exclusive of value-added tax and customs duties, and are also exclusive of German value-added tax. Please note that DHL will charge all import sales taxes, customs duties and handling charges separately for Russia. For orders to Russia delivered by DHL, specific DHL terms and conditions apply. You can access these terms and conditions [here](#).

For any additional questions about taxes and duties in Russia, please email our customer care team: [customercare@mytheresa.com](mailto:customercare@mytheresa.com). Please note that you will be responsible for any bank charges that may be incurred in foreign countries. In case of a return, customs duties, import sales taxes and DHL handling charges will not be refunded.

### 3j) Deliveries to other destinations

Based on experience, deliveries to countries liable to customs duties take 2 to 5 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated are exclusive of value-added tax and customs duties, and are also exclusive of German value-added tax. Please note that DHL will charge all import sales taxes, customs duties and handling charges separately for each country. For any questions about taxes and duties in your country, please e-mail to our Customer ServiceTeam:

[customercare@mytheresa.com](mailto:customercare@mytheresa.com). Please note that you will be responsible for any banking charges as may be incurred in foreign countries.

In case of a return, customs duties, import sales taxes and DHL handling charges, will not be refunded.

## 4. Shipping charges

| Destination | Carrier     | Shipping costs | Shipping times    |
|-------------|-------------|----------------|-------------------|
| Germany     | DHL Express | 19.00 EUR      | 1-2 business days |

|             |              |           |                   |
|-------------|--------------|-----------|-------------------|
| Germany     | DHL Standard | 5.95 EUR  | 1-3 business days |
| Germany     | UPS Express  | 19.00 EUR | 1-2 business days |
| Germany     | UPS Standard | 5.95 EUR  | 1-3 business days |
| Munich only | Courier      | 15.00 EUR | 3 hours max.      |
| Austria     | UPS Express  | 19.00 EUR | 1-2 business days |
| Austria     | UPS Standard | 5.95 EUR  | 2-3 business days |
| Italy       | DHL Express  | 19.00 EUR | 1-3 business days |

|             |              |           |                   |
|-------------|--------------|-----------|-------------------|
| Italy       | UPS Standard | 13.00 EUR | 2-4 business days |
| France      | DHL Express  | 19.00 EUR | 1-2 business days |
| France      | DHL Standard | 10.00 EUR | 2-3 business days |
| Switzerland | DHL Express  | 25.00 CHF | 1-3 business days |
| Switzerland | Swiss Post   | 20.00 CHF | 1-3 business days |
| UK          | DHL Express  | 16.00 GBP | 1-2 business days |
| USA         | DHL Express  | 25.00 USD | 1-3 business days |

|             |               |           |                   |
|-------------|---------------|-----------|-------------------|
| USA         | FedEx Express | 25.00 USD | 1-2 business days |
| Japan       | DHL Express   | 2,400 JPY | 1-4 business days |
| Middle East | DHL Express   | 20.00 EUR | 1-4 business days |
| Singapore   | DHL Express   | 25.00 SGD | 2-4 business days |
| Hong Kong   | DHL Express   | 200 HKD   | 2-4 business days |
| China       | DHL Express   | 25.00 EUR | 2-4 business days |
| Korea       | DHL Express   | 20.00 EUR | 2-4 business days |

|                                          |              |           |                   |
|------------------------------------------|--------------|-----------|-------------------|
| Australia                                | DHL Express  | 20.00 AUD | 2-5 business days |
| Netherlands                              | DHL Express  | 19.00 EUR | 1-2 business days |
| Netherlands                              | UPS Standard | 10.00 EUR | 2-3 business days |
| Taiwan                                   | DHL Express  | 20.00 EUR | 2-4 business days |
| Macau                                    | DHL Express  | 20.00 EUR | 2-4 business days |
| European Union                           | DHL Express  | 19.00 EUR | 1-2 business days |
| European Union (except Malta and Cyprus) | UPS Standard | 13.00 EUR | 2-3 business days |

|                           |             |           |                   |
|---------------------------|-------------|-----------|-------------------|
| Non-EU European countries | DHL Express | 34.00 EUR | 1-3 business days |
|---------------------------|-------------|-----------|-------------------|

|                                                                                                                                   |              |           |                   |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|-------------------|
| Other Regions of Europe: Andorra (AD),<br>Guernsey (GG), Isle of Man (IM), Jersey Island (JE),<br>Liechtenstein (LI), Norway (NO) | UPS Standard | 19.00 EUR | 2-4 business days |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|-------------------|

|                    |             |           |                   |
|--------------------|-------------|-----------|-------------------|
| Other destinations | DHL Express | 20.00 EUR | 2-4 business days |
|--------------------|-------------|-----------|-------------------|

Courier:

€15 only in the Munich municipal area and if paid by credit card. Same day delivery if ordered by 16:30 CET from Monday to Friday. Orders placed after this time, will be delivered on the following business day. Service not available on Saturday, Sundays or public holidays.

Shipping charges will be incurred only once for deliveries in instalments.

§ 8 Payment; default in payment; setoff; right of retention

#### 1. Accepted methods of payment

Please pay for your mytheresa.com order by:

- Wire Transfer
- Visa
- Visa Debit
- Master Card
- Master Card Debit
- American Express
- China Union PayDiscover
- Diners
- PayPal
- Apple Pay
- Moto (Phone Orders)

To change your country of delivery, please [click here](#).

All payments and credit notes will be handled in the currency chosen for the purchase (see also [currencies](#)).

## 2. Additional Information to Wire Transfer

In the "payment" step at checkout, please select "wire transfer" and finalize your order.

You will then receive a confirmation that will be sent automatically by email stating our banking details as well as the order number.

After receiving the confirmation, please transfer the total amount to the following account within 48 hours. In order for us to be able to process your payment, it is crucial you label your transaction with your order number provided in the email, composed of letters and numbers, e.g. US98765432.

### Bank account

Account holder: mytheresa.com GmbH

Bank: HypoVereinsbank München

IBAN: DE85700202700666866142

SWIFT-BIC: HYVEDEMMXXX

Wire Payments from any third-party providers are not permitted.

You may incur additional costs due to currency fluctuations or in the form of bank charges from your respective bank, which cannot be refunded.

Your order will be dispatched upon receipt of payment on our account.

Refunds from returns will be credited back to the bank account that was used to pay for the original order.

## 3. Payment using a Gift Card

2.1 When making a purchase using a Gift Card, simply enter the Gift Card code in the designated field at checkout. Click on "add code" in the last step of the checkout. If the order amount exceeds the Gift Card balance, please select the payment method with which you wish to cover the remaining amount. If the Gift Card balance exceeds the order amount, you may use the same code for your next purchase. The amount remaining will be available until your credit balance has been used up completely. The disbursement of the remaining Gift Card balance is not possible.

## 4. Payment using a promotion code

3.1 When making a purchase using a promotion code, simply enter the promotion code in the designated field at checkout. Click on "add code" in the last step of the checkout. If the order amount exceeds the promotion code balance, please select the payment method with which you wish to cover the amount remaining.

## 5. Set-off

The customer is barred from a set-off if the counter claim has no legal backing, was not unanimously decided upon, and is not undisputed or if a separate claim for damages is covered in the same sales contract.

## 6. Right of retention for commercial transactions

In mercantile trade, the right to the retention of goods and a service disclaimer by the customer cannot be enforced, with the exception of undisputed, legally determined counter claims or claims for damages covered in the same sales contract.

## § 9 Retention of title

The goods delivered remain property of mytheresa.com until full payment has been made.

## § 10 Inquiries, complaints

For any inquiries about your order or complaints, please contact our Customer Service Team:

email: [customercare@mytheresa.com](mailto:customercare@mytheresa.com)

phone: +49 89 127695-100

fax: +49 89 127695-200

## § 11 Warranty

Claims based on defects in the delivered goods shall be governed by the applicable legal provisions, to the exception that any claims for damages relating to defects shall be subject exclusively to section 12 below.

## § 12 Liability

1. We accept unlimited liability for damage caused by intent or gross negligence. Our liability for breaches by ordinary negligence of any major obligations or secondary obligations whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper performance of the contract and whose fulfilment customer could reasonably rely upon ("essential obligation"), shall be limited to foreseeable damage characteristic for the contract. We accept no liability for any breach by ordinary negligence of contractual obligations which are not essential obligations.

2. Nothing in this shall prejudice our liability in the event of fraudulent concealment of defects or a guarantee as to quality, for claims based on the Product Liability Act, and for damage caused by injury to life, limb or health. This shall not entail a reversal of the burden of proof to customer's disadvantage.

3. Any exclusion or limitation of the liability of mytheresa.com shall extend also to the personal liability of its employees, members of staff, representatives and vicarious agents.

## § 13 Governing law, severability

1. All legal disputes arising out of or in connection with a purchase contract shall be governed exclusively by German law to the exclusion of the UN Sales Convention.

2. If any provision is invalid, nothing in this shall prejudice the validity of the remaining provisions hereof.