

Imprint

This website is provided for you by:

24 ICE B.V.

Kamerlingh Onneslaan 6

8218 MA, Lelystad

COC: 73918679

All commercial transactions on this page are carried out by:

Sélection Prestige GmbH

Pariser Str. 3

10719 Berlin

Deutschland

Phone: 030-604040-50

info@selection-prestige.de

www.selection-prestige.de

----- End of Imprint

1. TERMS & CONDITIONS:

STANDARD BUSINESS TERMS AND CUSTOMER INFORMATION

I. Standard business terms

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Sélection Prestige GmbH) via the (24ice.com) website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The following provisions on the conclusion of the contract apply to orders placed in the E-commerce environment 24ice.com

(2) If a contract is concluded, it shall be concluded with

Sélection Prestige GmbH
Pariser Str. 3
10719 Berlin

(3) The placement of goods in the E-commerce environment does not constitute a legally binding contractual offer by us, but is merely a non-binding invitation to the customer to order these goods. If the customer orders the desired goods, he thereby submits a binding offer to conclude a purchase contract.

(4) If an order is received in the E-commerce environment, the following regulations shall apply:

If a customer goes through the order process described below, he thereby submits a binding contractual offer. The ordering process takes place in these steps:

- a) Selecting the desired goods
- b) Confirm by clicking the button "Add to shopping cart"
- c) Check the details in the shopping cart
- d) Press the "next" button
- e) Login to the webshop after registration and entry of the login data (e-mail address and password) or order as a guest
- f) Checking and correcting the entered data
- g) Binding sending of the order by pressing the button "order at cost"

Before bindingly submitting the order, the Customer may return to the page on which the data provided by the Customer during the ordering process was recorded by clicking the "Back" button of his Internet browser after checking his data. There he can correct any errors or terminate the ordering process by closing the Internet browser. Once we have received the order, we will confirm it by sending you an automatic e-mail. However, this e-mail does not constitute an acceptance of our offer. We will accept the offer in writing, in text form or by sending the goods.

(5) We store the contract text and send you the data of your order as well as our general terms and conditions by E-mail. You can also call up the General Terms and

Conditions of Business at <https://www.24ice.com/>. You can view your past orders in our customer area in your account page.

§ 3 Individually-designed products

(1) You provide us with the appropriate information, text or data necessary to customise the goods via the online ordering system or via E-mail without undue delay after concluding the contract. Any potential specifications that we may issue regarding file formats are to be borne in mind.

(2) You are obligated to ensure that you do not transfer data whose contents violate the rights of external parties (especially copyrights, rights to names and trademark rights) or break existing laws. You explicitly free us from any and all claims related to this matter that may be raised by external parties. This also applies to the costs associated with any legal representation that may become necessary in this regard.

(3) We do not check the transferred data for textual accuracy. In this respect, we assume no liability for errors.

(4) Insofar as we create texts, images, graphics and designs for you within the framework of the customised designing process, the said items are subject to copyright law.

Individual parts or complete contents may not be utilised, reproduced or modified unless we have explicitly authorised such a course of action.

Unless otherwise agreed upon, we assign to you a temporally unrestricted right to use the copyright-protected items that have been created for you. You are explicitly prohibited from making the protected items or parts thereof privately or commercially available to external parties in any manner whatsoever.

The transfer of the right of use is subject to the suspensive condition of full payment of the agreed-upon purchase price.

§ 4 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

§ 5 Liability

(1) We also provide unlimited liability for damage caused due to the violation of life, limb or health. Furthermore, we provide liability without limitation in all cases of intent and gross negligence, if a defect is fraudulently concealed, in case of assumption of guarantee for the procurement of the object of purchase and in all other legally regulated cases.

(2) The liability of defects within the scope of the implied warranty complies with the corresponding regulation in our customer information (Part II).

(3) If the situation in question relates to important contractual obligations and involves minor negligence, our liability is limited to the foreseeable damages that are typical for the contract. The term 'important contractual obligations' refers to important obligations that follow from the nature of the contract and whose violation would jeopardise the fulfilment of the purpose of the contract. It also covers obligations that the contents of the contract impose on us in order to facilitate the fulfilment of the purpose of the contract and whose fulfilment makes it possible for the contract to be executed in an orderly manner, and compliance with which may regularly be taken for granted by you.

(4) When it comes to the violation of inessential contractual obligations, no liability shall be assumed if the situation in question involves violations of obligations associated with light negligence.

(5) The current state of the respective technology makes it impossible to guarantee that data transmission operations that use the internet will take place in an error-free manner characterised by permanent availability. In this respect, we cannot vouch for the constant and uninterrupted availability of the website and the service offered on the website.

§ 6 Choice of law, place of fulfilment, jurisdiction

(1) Dutch law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

§ 7 Protection of minors

(1) For the sale of goods, that are subject to the regulations of child welfare protection law, we only deal with contractual relationships with customers who have reached the legally prescribed minimum age.

Any age restrictions are referred to in the respective item descriptions.

(2) By submitting your order, you assure that you have reached the legally prescribed minimum age and that your details as regards your name and your address are correct. You are under obligation to ensure that only you or other persons authorised by you to accept the delivery, who have reached the legally prescribed minimum age, can take delivery of the goods.

(3) As long as we are under obligation by the legal provisions to carry out an age verification, we instruct the logistics service provider commissioned with the delivery to hand over the delivery only to persons who have reached the legally prescribed minimum age, and in case of doubt, to request for the identity card of the person accepting the product for the purpose of age verification.

(4) As far as we show, beyond the legally prescribed minimum age in the respective item description, that you must have completed 18 years of age to be able to purchase the item, the aforementioned sections 1-3 are applicable providing that instead of the legally prescribed minimum age, the legal age must be reached.

II. Customer information

1. Identity of the seller

Sélection Prestige GmbH
Pariser Str. 3
10719 Berlin
Deutschland
Telephone: 030-6040405-0
E-Mail: info@selection-prestige.de

Alternative dispute resolution:

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 willing to enter into dispute resolution proceedings before the consumer arbitration board.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance with § 2 of our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

3.3 You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

4. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

5. Prices and payment arrangements

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

5.3 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

5.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

6. Delivery conditions

6.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

6.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

6.3 For shipments whose delivery address is located outside the customs territory of the European Community, the risk of demolition, damage, seizure or loss during shipment passes over to the customer when the order leaves our warehouse, regardless of whether the shipment is insured or not.

6.4 Please note that the parcel carrier may exercise their right to go to a collection point in your neighborhood in order to deposit the parcel there. This applies especially when the first delivery attempt was unsuccessful. Unfortunately, we have no influence on this.

7. Statutory warranty right

7.1 The statutory warranty rights are applicable.

7.2 As a user, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us [Sélection Prestige GmbH, Pariser Str. 3, 10719 Berlin, Germany, Tel: + 49 30-60404050, Fax +49 30-604040511. Email: info@selection-prestige.de] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

Cancellation form

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

(2) Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than -

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to our warehouse (Sélection Prestige, Wackenbergstr. 78-82, 13156 Berlin, Germany), without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. Sélection Prestige GmbH will not reimburse the return costs. But if you pay with PayPal you have the possibility to get a refund via this link <https://www.paypal.com/de/webapps/mpp/refunded-returns/>.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Shipping

Shipping fee: Shipping fee depends on your location and will be determined by the sum of your selected goods in your shopping card

Free shipping: from an order value of 75 € we take over the shipping costs (applies only to shipments to Germany).

EXPRESS: up to 25 kg (1 - 15 bottles): xxx €. Receipt of order and payment on weekdays (Mon.-Fri.) by 3 p.m. at the latest, delivery on the following weekday (Mon.-Fri.).

Please note that shipping costs depend on the weight of your order. The maximum weight of one parcel is 25 kg. Orders weighing more than 25 kg are shipped in multiple parcels, with shipping costs rising correspondingly. An example: an order over 40 kg would, depending on the products, be divided into two 20 kg parcels.

To guarantee a safe delivery we only work with the logistics partners UPS and DHL.

Usually, after receipt of payment, delivery will take 1 to 4 weekdays, depending on location. For fast delivery, we recommend credit card payment.

Please note that, for organizational reasons, Selection Prestige GmbH may change logistics partners without informing you. Unfortunately, we are not always able to guarantee a delivery by UPS, if chosen by the customer. However, customers will only have to pay the costs of their chosen delivery option.

Payments methods

Cash in advance/bank transfer

Your encoded personal data and information is transferred via the SSL connection to the server of your bank, where it is only accessible to selected employees. The access to sensitive data is logged to ensure transparent processing and to prevent data abuse. Please note: the items will be sent promptly after receipt of payment, provided that these are available on stock.

PayPal

PayPal is one of the most secure payment methods in e-commerce. PayPal stores and safeguards your card and bank details, enabling you to pay online without entering your sensitive financial information every time you shop. You speed through the checkout in just a few clicks. PayPal takes the payment from your card or bank directly, and your payment details are never shared on the internet. For more information on PayPal, please click [here](#).

Credit card

We accept MasterCard, Visa, and American Express. To protect your credit card data, we use the 3D Secure security standard. This security measure tells both the bank and us that you are the rightful owner or user of the card. You will be asked to enter your password. The payment will only be accepted if the correct password is entered.

Credit card statements are carried out by:

Mollie B.V. Keizersgracht 126, 1015CW Amsterdam, Netherlands.

We also offer the following payment methods, which are also carried out by Mollie BV:

Apple Pay

iDeal

Sofort

Cartes Bancaire

Privacy and cookie statement

This privacy statement was last updated on [05-06-2021].

When you visit our [www.24ice.com], your privacy and the protection of your personal data is of great importance to [24 ICE B.V.], (hereinafter: ["24ice.com"]). We therefore adhere to the General Data Protection Regulation (GDPR).

A brief summary of our privacy and cookie statement

During the processing of your personal data, we conform to the requirements of the applicable data protection legislation. This means we:

- **Clearly specify our purposes** before we process personal data, by using this privacy and cookie statement;
- **Limit our collection of personal data** to only the personal data needed for legitimate purposes;
- First **ask for explicit permission** to process your personal data in cases where your permission is required;
- Take **appropriate security measures** to protect your personal data and we demand the same from parties who process personal data on our behalf;
- **Respect** your right to inspect, correct or delete your personal data held by us.

For which purpose do we process your personal data?

Contact

When you send an email or a contact form, or contact us in any other way, you respond to our offer to contact us (performance of the contract). For this purpose, we process the following personal data:

- Name
- E-mail address
- Any information that you enter as the content of a message

We store your data for as long as necessary for this contact request or for a maximum of [2] years after we last had contact with you, so that we can better handle your future contact requests.

Newsletter

If you want to stay informed about new services, you can subscribe to the [24ice.com] newsletter, which we will mail [weekly] at most. In the newsletter you can read [NEWS, TIPS AND INFORMATION ABOUT OUR PRODUCTS AND SERVICES]. We only register your e-mail address and only send the newsletter with your permission. We will keep your e-mail address until you unsubscribe from the [24ice.com] newsletter. In every newsletter you receive, it is possible to unsubscribe via a link in the mail.

Please note that when you subscribe to our newsletter, you are also consenting to receiving commercial newsletters from our partner Selection Prestige GmbH, Pariser Str.3 in D-10719 Berlin, Germany (hereinafter: the "Partner"), for the purpose of facilitating the sale of the purchased or similar [24ice.com] or about our Partner's own products. The same requirements mentioned above, will apply to our Partner.

When can we share your personal data with third parties?

[24ice.com] will only share your information with third parties if this is permitted on the basis of current legislation. Specifically for the purpose of the sale of the products via the [24ice.com], we will share your information with our Partner. We may provide your personal data to third parties, including but not limited to our partner, because:

- We have engaged them to process certain data;
- That is necessary to execute the agreement with you;
- You give consent to do so;
- We have a legitimate interest to do so;
- We are required by law to do so (for example, if the police so require in the event of a suspicion of a crime).

The parties that process personal data on our or your behalf are:

- IT suppliers and service providers
- Payment providers
- Cookie service providers
- Transport providers
- Marketing companies

[24ice.com] can transfer your personal data to countries outside the European Economic Area (EEA). This transfer takes place when handling your booking or taking care of your trip or because our group companies, partners or service providers provide their services from those countries. [24ice.com] provides for appropriate safeguards to protect your privacy if necessary. This means, for example, that [24ice.com] uses model contract provisions approved by the European Commission to make agreements about how to handle your personal data.

Is your personal data secured?

[24ice.com] takes appropriate technical and organizational measures with regard to the processing of personal data, against loss or against any form of unlawful processing (such as unauthorized access, encroachment, alteration or provision of personal data).

Cookies

We use third party cookies and our own cookies on our websites. Cookies are information files that can be automatically stored on or read from the visitor's device when he visits a website (such as a PC, tablet or smartphone). This is done through the web browser on the device:

- Enable functionalities of the website (technical or functional cookies).
- Analyze the use of the website and improve the website based on this information (analytical cookies).
- To show you personalized advertisements (marketing cookies).

These cookies collect the following data from you:

- IP address
- Cookie-ID
- Website and click behavior
- Referer URL

When you visit our website for the first time, we display a message with an explanation about cookies. We hereby request, as far as we are required, your consent to the use of cookies.

We can use the following cookies:

- _____
- _____
- _____

Disabling of cookies

You can set your browser to only accept cookies if you agree. For more information, consult the manual of your web browser. Please note: many websites do not work optimally if all cookies are disabled.

Removal of cookies

Most cookies have an expiration date. This means that they will automatically expire after a certain period and no longer register any data concerning your visit of the website. Another option is to remove the cookies manually before the expiration data. In order to do this, consult the instruction manual of your browser.

What are your privacy rights?

You can always contact us if you have any questions regarding your personal data. Besides that, you have to the following rights regarding your personal data:

- Right of **access**: you have the right to see what kind of personal data we processed about you;
- Right of **rectification**: you have the right to rectify any personal data we have processed about you, if this information is (partially) wrong;
- Right to **complain**: you have the right to file a complaint against the processing of your personal data by us, or against direct marketing;

- Right to be **forgotten**: you can file a request with us to remove any personal data we processed of you.
- Right to **data portability**: if technically possible, you have the right to ask us to transfer your processed personal data to a third party;
- Right to **restriction** of processing: you can file a request with us to (temporarily) restrict the processing of your personal data;
- Right to revoke your **consent**, when we process your data with your consent.

If you exercise any of the rights mentioned above, we will ask to identify yourself. To do so, we will request certain to ensure that you are the person to whom the personal data belongs.

We will usually comply with your request within 30 days. However, this period may be extended for reasons related to the specific privacy rights or the complexity of the request. If we extend this period, we will inform you of this in a timely manner.

If you want to exercise one of your rights, you can make this known by emailing us at [info@24ice.com] You can also contact us via the contact details at the bottom of this page.

Changes to this privacy and cookie statement

If our services change, we adjust our privacy and cookie statement. Therefore, we advise you to consult this privacy and cookie statement regularly for the most up-to-date information.

Complaints

If you think that we are not helping you in the right way or if you are unhappy about the way in which we process your personal data, you have the right to lodge a complaint at the authority. For [Netherlands], this is the [Autoriteit Persoonsgegevens].

Contact details

If you have any questions about our privacy and cookie statement or about your rights, you can always contact us via the details below:

Name and address:

24 ICE B.V.

Kamerlingh Onneslaan 6

8218 MA, Lelystad

Email address : info@24ice.com

