

Terms and Conditions

Version: 4th August 2026

1. General

- 1.1 These General Terms and Conditions (“**GTC**”) apply to contractual and quasi-contractual relationships between consumers in Germany, Austria or Switzerland (each a “**Customer**”) and OUTLETCITY AG (“**OUTLETCITY**”) regarding the purchase of products or services in the OUTLETCITY Online Shop. The GTC also apply to the redemption of so-called reward points that a Customer has earned as a member of the Outletcity Club up to 3rd August 2026.
- 1.2 For buyers in the Online Shop with a delivery destination outside Germany, Austria or Switzerland, the respective terms and conditions of sale of the company Global-e NL B.V., Krijn Taconiskade 430, 1087 HW Amsterdam, The Netherlands apply.
- 1.3 The Online Shop (including the Rewards Shop) is operated by

OUTLETCITY AG
Hugo-Boss-Platz 4
72555 Metzingen

Tel.: +49 (0)7123 92340
Email: service@outletcity.com

2. Special Provisions for the Online Shop

2.1 General Description of the Portal

- (a) The Online Shop and the Rewards Shop are made available via the Outletcity website at outletcity.com (the “**Portal**”).
- (b) Access to products, price information and the ability to place orders in the Online Shop and the Rewards Shop requires the customer to hold a free membership of the Outletcity Club. This membership is governed by the

[Outletcity Club Terms and Conditions](#) and, in addition, the [Benefits Overview](#).

The customer is not entitled to use any other ordering methods.

- (c) The goods on offer are regularly limited in quantity and product variants (e.g. clothing sizes). There is no guarantee of the permanent availability of any specific products. OUTLETCITY may make orders from sales promotions subject to certain conditions. The presentation of products on the Portal does not constitute a legally binding offer.
- (d) All products are sold only in quantities customary for household use. This applies both to the number of products to the placement of multiple orders for the same product, where the individual orders comprise a quantity customary for household use.

2.2 Product Features

The key features of the goods are set out in the respective product descriptions. These are displayed once more immediately before the order is submitted and are sent to the customer in the order confirmation after the purchase.

2.3 Prices/Delivery Costs

- (a) The product prices shown in the Outletcity Online Shop include the applicable statutory VAT.
- (b) OUTLETCITY may charge a flat-rate delivery or packaging fee. Where applicable, this will be displayed before the product is added to the basket.
- (c) OUTLETCITY may charge a return fee for the return shipment following cancellation.

2.4 Ordering Process

- (a) To place an order, the customer must log in to the portal using their Outletcity Club login details. The customer navigates to a product, selects the desired size and quantity, and clicks on “Add to basket”.

- (b) In the shopping basket, it is possible to make changes or add further products. If the customer wishes to place an order, they can choose between “Proceed to checkout” or “Buy now with Apple Pay or PayPal” in the shopping basket. “Proceed to checkout” offers the customer various payment methods, as described in section 2.5. By clicking “Buy now” with “Apple Pay”, the customer can pay as described in section 2.5 (e). By clicking “Buy now” with “PayPal”, the customer can pay using the PayPal ordering process, as described in section 2.5 (e).
- (c) If the customer has clicked “Checkout”, they must next enter their billing and delivery address and select a payment method (direct debit, credit card, prepayment, PayPal, PayPal instalments, invoice) (see section 2.5).

After selecting and confirming the payment method, the customer can review their order once more. By clicking the “Buy Now” button, the customer submits a binding offer to purchase the goods contained in the shopping basket.

The payment process is then carried out in accordance with section 2.5.

- (d) Once the payment process has been completed, the successful order process is confirmed to the customer on the order completion page with the allocation of an order number. Furthermore, the customer receives an email confirming receipt of the order with a summary and is informed about the next steps in the order process. Confirmation of receipt of the customer’s order is provided by an automated email immediately after the order is submitted and does not constitute a declaration of acceptance, except in the case of the payment method “prepayment” as per 2.5 (a), where, if selected, the sending of the order confirmation with payment details attached hereto in accordance with 2.5 (a) shall be deemed a declaration of acceptance.
- (e) The contract is only concluded (with the exception of purchases on advance payment, see 2.4 (d) above) by a separate declaration of acceptance by

OUTLETCITY, either by sending a dispatch confirmation by email or by delivery of the goods.

Any declaration of acceptance must be made within 14 days of the customer submitting their offer to enter into a contract. Otherwise, the customer is no longer bound by their offer.

- (f) Upon dispatch of the goods, the customer will receive a dispatch confirmation by email.
- (g) OUTLETCITY is not obliged to accept the Customer's offers to conclude a purchase contract and may refuse to accept the offer at any time without giving reasons.

2.5 Payment Methods

- (a) *Payment in advance*

OUTLETCITY delivers against prepayment by bank transfer from the customer. Upon receipt of the order by OUTLETCITY, the customer will receive an order confirmation with the relevant payment details by email. Once payment has been received by OUTLETCITY, the goods will be prepared for dispatch and the customer will receive a dispatch confirmation.

- (b) Furthermore, OUTLETCITY may offer the customer other payment methods such as direct debit, credit card, PayPal or PayPal instalments, Apple Pay or invoice. OUTLETCITY is entitled to offer certain payment methods only in individual cases and to refer to other payment methods. Further information can be found in the Privacy Notice.

For the payment methods direct debit, credit card, Apple Pay and PayPal (including PayPal instalments), the data required by the nature of the payment method is requested as mandatory fields during the order process and must be provided truthfully by the customer.

(c) *Payment by direct debit*

When paying by direct debit, a direct debit mandate for the order total is issued upon completion of the order by the customer.

OUTLETCITY will only initiate the direct debit once the goods have been dispatched, but no earlier than two working days after the invoice has been sent.

The account will then be debited within the usual bank processing time.

(d) *Payment by credit card*

When paying by credit card, authorisation takes place upon completion of the order. Authorisation results in the total order amount being reserved on the credit card account. The charge is only triggered upon dispatch.

(e) *Payment via Apple Pay*

When paying by Apple Pay, the customer is redirected to the Apple Pay page during the payment process, where they can authorise payment of the order amount. The customer is then prompted to confirm the payment using biometric authentication or by entering their passcode. Confirmation results in the total order amount being reserved on the selected credit or debit card account. The charge will only be processed once the order has been dispatched.

Further information can be found on the Apple Pay website and in its terms and conditions.

(f) *Payment via PayPal*

When paying via PayPal or PayPal instalments, the customer is redirected to the website of PayPal (Europe) S.à.r.l. et Cie, S.C.A., Luxembourg. Here, the

customer initiates payment for the items and completes the steps required to use PayPal for payment.

Further information can be found on the PayPal website and in their Terms and Conditions.

(g) *Payment by invoice*

When paying by invoice, payment is made upon receipt of the goods. The payment term is 14 days from receipt of the goods. After 14 days have elapsed since receipt of the goods, the customer is in default without the need for a reminder. The bank details and the exact invoice amount will be sent to the customer by email. The invoice amount must be transferred to the account specified on the invoice.

(h) Payment using a voucher issued by OUTLETCITY is made by entering the voucher code in the order dialogue. Subsequent payment using a voucher or the subsequent granting of a voucher discount is not possible. In all other respects, the terms and conditions provided with the voucher apply.

(i) The customer shall only be entitled to set-off if their counterclaims have been legally established or are undisputed by OUTLETCITY. Furthermore, the customer is only authorised to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

2.6 Fulfilment of Orders

Delivery is made at OUTLETCITY's risk via a parcel service. Deliveries are insured against transport damage on behalf of OUTLETCITY. OUTLETCITY requests that the customer check the integrity and completeness of the delivery upon receipt and have any damage to the goods certified.

2.7 Right of Withdrawal

The customer is entitled to a right of withdrawal in accordance with section 4.

2.8 Warranty

The statutory warranty provisions apply.

2.9 Customer Service

OUTLETCITY's customer service can be contacted by email at service@outletcity.com, by telephone in Germany at +49 (0)7123 1789978, in Austria at +43 (0)720 882390 and in Switzerland at +41 (0)43 5087740 during normal office hours, as well as by post at OUTLETCITY AG, PO Box 1324, 72544 Metzingen, Germany.

2.10 Rights

OUTLETCITY grants a limited licence for access to the portal for personal use. This licence does not include the commercial use of this portal or its content, nor any copying, storing or use of product information, descriptions or prices for commercial purposes. All photographs and texts are protected by copyright. Any use, reproduction, modification, distribution or other exploitation outside the cases permitted by law or the purpose governed by these Terms and Conditions requires the prior written consent of OUTLETCITY.

3. Liability

- 3.1 OUTLETCITY always endeavours to ensure that the information provided is complete, accurate and up to date. OUTLETCITY shall only be liable for the accuracy, completeness and timeliness of the information provided in accordance with this section.
- 3.2 In cases of intent or gross negligence – regardless of the legal basis – OUTLETCITY shall be liable for damages.
- 3.3 In cases of simple negligence, OUTLETCITY shall only be liable for a breach of a material contractual obligation, limited to compensation for foreseeable, typically occurring damage. A material contractual obligation is an obligation the fulfilment of which is essential to achieving the purpose of the contract and on the fulfilment of which the contracting party may reasonably rely.

3.4 The limitation of liability under section 3.3 does not apply to damages resulting from injury to life, limb or health. Furthermore, it does not apply in the event of fraudulent concealment, or in the event of a guarantee exceptionally assumed by OUTLETCITY, or in the case of claims under the Product Liability Act.

3.5 Insofar as OUTLETCITY's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

4. Right of Withdrawal

4.1 Every customer is entitled to the right of withdrawal set out below, insofar as reference is made to this section in these General Terms and Conditions:

Cancellation Policy

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods. If you have ordered several items as part of a single order and the items are delivered separately, the withdrawal period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, took possession of the last item.

To exercise your right of withdrawal, you must inform us (OUTLETCITY AG, Hugo-Boss-Platz 4, 72555 Metzingen, email: service@outletcity.com, telephone: in Germany on +49 (0)7123 1789978, in Austria on +43 (0)720 882390 and in Switzerland on +41 (0)43 5087740) by means of a clear statement (e. g. a letter sent by post or an email) of your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, although this is not mandatory. You may also exercise your right of withdrawal online at <http://www.outletcity.com/de-de/shop/kontakt/widerruf>. If you use this online function, we will immediately send you confirmation of receipt on a durable medium (e.g. by email) containing information on the content of the withdrawal notice, as well as the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of any additional costs arising from your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us (OUTLETCITY AG, Hugo-Boss-Platz 4, 72555 Metzingen) without delay and in any event no later than fourteen days from the day on which you notify us of your withdrawal from this contract. The deadline is met if you dispatch the goods before the expiry of the fourteen-day period. You shall bear the direct costs of returning the goods. You shall only be liable for any diminished value of the goods if this is attributable to handling of the goods that goes beyond what is necessary to establish their nature, characteristics and functioning.

- 4.2 The customer may also exercise their right of withdrawal online by clicking on the link marked “Withdraw from purchase contract”. If the customer uses this online function, OUTLETCITY will immediately send the customer a confirmation of receipt on a durable medium (e.g. by email) containing information on the content of the withdrawal notice, as well as the date and time of its receipt. In addition, the customer may use the form below to exercise their right of withdrawal. However, neither of these is mandatory.

Model Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it.)

To

OUTLETCITY AG

Hugo-Boss-Platz 4

72555 Metzingen

Email: service@outletcity.com

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Collection point for the goods (if different from the consumer's address)

Signature of the consumer(s) (only for paper notifications)

Date

(*) Delete as appropriate

- 4.3 The right of withdrawal does not apply to certain goods we offer, namely contracts for the supply of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive, or which are clearly tailored to the consumer's personal needs.

- 4.4 Trying on underwear and swimwear in-store is usually subject to the condition that the product is only tried on over other underwear. We ask that you also observe this when trying on our swimwear and underwear items.

5. Miscellaneous

- 5.1 Should individual provisions of these Terms and Conditions be or become wholly or partially void or invalid, this shall not affect the validity of the remaining provisions.
- 5.2 In order to perform its services in accordance with these Terms and Conditions, OUTLETCITY processes customers' personal data in accordance with OUTLETCITY's [Privacy Notice](#) attached hereto.
- 5.3 The language of the contract is German.
- 5.4 German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws provisions, unless the customer is a consumer and is resident in an EU Member State. In this case, the law of that EU Member State may apply, provided it is more favourable to the customer.
- 5.5 OUTLETCITY does not store the text of the contract but does store the order details in summary form and sends the order details and these Terms and Conditions to the customer by email.
- 5.6 The contractual relationship is governed exclusively by the terms of these General Terms and Conditions. OUTLETCITY does not recognise any deviating terms and conditions of the customer, unless OUTLETCITY has expressly agreed to their validity in writing.
- 5.7 Under the Consumer Dispute Resolution Act ("VSBG"), there is a right to alternative dispute resolution before a consumer arbitration board. OUTLETCITY is neither obliged nor willing to participate in such dispute resolution proceedings under the VSBG.

6. **Reward Points**

6.1 Members of the Outletcity Club have not been able to collect reward points since 4th August 2026. Reward points collected by a member up to 3rd August 2026 may be redeemed in accordance with the attached provisions:

- (a) Reward points are valid until 30th September following the expiry of 36 months from the date they were credited. After this period, they expire and are deleted from the member's reward points account.
- (b) Members may redeem their reward points in the Outletcity Rewards Shop ("**Rewards Shop**") and, where applicable, as part of promotional offers with individual partners, in exchange for specific goods and services.
- (c) To redeem rewards directly in the Rewards Shop, the member can select a reward from the rewards overview and pay for it using their reward points. The required reward points are shown in the rewards overview.
- (d) After clicking on the reward, the relevant product details for the reward are displayed. If the member wishes to have the reward delivered, they click on "Have it delivered". They are then asked to enter the delivery address.
- (e) After clicking ("Check details"), the member is shown the order summary with all the details. By clicking "Order now", the member submits a binding contractual offer to redeem their respective reward points for the reward they have selected. The member receives confirmation of receipt of the order immediately after submitting it. The contract is concluded by a separate declaration of acceptance, a dispatch confirmation by email or by delivery of the goods, whichever occurs first. Any declaration of acceptance must be made within fourteen days of the member submitting their offer to enter into a contract. Otherwise, the member is no longer bound by their offer to enter into a contract.

- (f) OUTLETCITY is under no obligation to accept the Member's offers to conclude a contract and may refuse to accept the offer at any time without giving reasons. In this case, OUTLETCITY shall inform the Member that the offer has not been accepted.
- (g) Delivery of the rewards is free of charge for the member.
- (h) To redeem reward points for alcoholic beverages, the member must be at least 18 years of age at the time of redemption. Age will be verified upon handover of the goods.
- (i) Every member is entitled to the right of withdrawal set out in section 4 when redeeming rewards directly in the rewards shop.

6.2 Reward points are non-transferable unless OUTLETCITY has given its prior consent to the transfer.

6.3 Members can view their reward points balance online in their customer account at any time.