

Conditions - Delivery Area Germany

(Version dated 28th August 2020)

In connection of the conditions for Germany you find the conditions for Austria.

1. Scope of application

- 1.1. These general terms and conditions (GTC) apply to all business relationships between Jonny Fresh GmbH (hereinafter referred to as: Jonny Fresh) and the customer. The current version valid when the contract is concluded is the applicable version.
- 1.2. Customers can download, print out, or store the GTC.
- 1.3. In cases of doubt, the German “Allgemeinen Geschäftsbedingungen (AGB) are leading and to be applied.**

2. Description of services

- 2.1. Jonny Fresh offers website, app, and phone textile cleaning and laundering services as well as related services. Once a contract has been concluded, Jonny Fresh will retrieve the textiles and return them to the customer once they have been cleaned. The customer can freely define the pickup and delivery addresses when they place an order within the operating area. The place of collection and delivery must be within the same sales area.

The customer is free to choose the days for pickup and delivery, but the two dates must be separated at least by the processing time shown in the order form. This is usually at least 2 working days. Possible pickup and delivery times are shown to the customer. If multiple pickup and delivery times are available on a certain day, the customer will be able to choose between these times when they order. When the order is placed over the phone, the described service options will be queried by the Jonny Fresh employee and confirmed by the customer.

- 2.2. Jonny Fresh has the right to use the services of third parties in part or in full to provide any of its services, particularly pickup, cleaning, and delivery.
- 2.3. Services provided by Jonny Fresh are only available within the sales area, the current extent of which can be found on the website www.jonnyfresh.com, by entering the postcode in question.

3. Using the website www.jonnyfresh.com or the app

- 3.1. Before a cleaning order can be placed through the app, the customer first has to set up a user account.
- 3.2. In order to use www.jonnyfresh.com to place cleaning orders, a user account is also required.
- 3.3. When a user account is created, a contract for use is concluded between Jonny Fresh and the customer, to which additional conditions (Section 4 of this GTC) apply. Jonny Fresh stores the pickup, delivery, and billing addresses of registered customers. With regard to data protection, we would like to draw your attention to the separate data protection regulations.
- 3.4. There is no entitlement to usage, technical availability, and further development of www.jonnyfresh.com or the app. Orders that have already been confirmed remain unaffected by this.

4. Special stipulations for registered customers

- 4.1. The data requested during registration are necessary for the execution of the contract and must be complete and correct. The use of artist names, pseudonyms, or other aliases is prohibited. The entry of foreign or other irrelevant information is forbidden. Once a registration is submitted through the www.jonnyfresh.com website, Jonny Fresh will immediately send confirmation of the data provided during registration to the email entered by the customer during registration. Registration will only be considered complete once the customer confirms this information using the activation link sent to them. If the customer fails to complete registration, the account and the information that has thus far been entered will be deleted within two weeks. Registration through the app is carried out without a double opt-in procedure.
- 4.2. After successful registration, the customer will have the option to use the www.jonnyfresh.com website or the app through the login area. In order to make use of this, the email address used for registration and the password defined by the customer must be entered.
- 4.3. There is no entitlement to conclusion of a usage contract. Jonny Fresh can reject registration without giving a reason. In this case, Jonny Fresh will immediately delete the data provided by the customer on the registration form.
- 4.4. The password selected during registration must be kept confidential and cannot be given to third parties. Furthermore, the customer is also obligated to immediately correct subsequent changes to their access information (particularly their email address) in their account settings.
- 4.5. The customer has no right to maintain more than one customer account at one time. Jonny Fresh reserves the right to delete multiple registrations and exclude the customer from all other services.

4.6. The customer can cancel the usage contract at any time without giving a reason and without adhering to any kind of notice periods. All the customer has to do is send an email to support@jonnyfresh.com from the email associated with the account with the subject “Delete Account”. Jonny Fresh also has the right to cancel the usage contract at any time without notice. The right to cancellation for an important reason remains unaffected by this. Once a customer’s account has been successfully canceled, it will be permanently deleted. Any existing credits will be refunded to the customer within 14 days to an account designated by the customer.

5. Order process and payment

- 5.1. The customer can place dry cleaning orders through the www.jonnyfresh.com website.
- 5.2. Previous damage, heavy wear and tear, and natural wear and tear can cause damage to clothing during cleaning. When placing the order, the customer must inform Jonny Fresh of any circumstances and peculiarities that must be taken into account for cleaning. This includes circumstances and characteristics that could negatively impact or damage the item to be cleaned, other items being cleaned, or the equipment used for cleaning. In particular, the customer should call attention to any previous damage, soiling, stains, and special material characteristics. **The customer must also inform Jonny Fresh of the value of the article of clothing if the value exceeds EUR 500.** This information must be entered in the order form in the field marked “Special Information”.

- 5.3. All prices shown on www.jonnyfresh.com or the app are final prices and contain the legally required value added tax as well as other charges. Shipping costs can be waived for orders above a certain value. The amount of the respective order value, from which the order is executed free of shipping costs, depends on the respective sales area; this is displayed with the order. For any orders below the order value required for free shipping, shipping and delivery charges may apply. The amount of these depends on the respective sales area in which the customer places their order. Depending on the sales area, there may also be a minimum order value. The minimum order value and any shipping and handling charges incurred will be displayed to the customer during the ordering process.
- 5.4. The customer has the option of selecting Express Checkout during the ordering process. With this option, the customer orders a pickup and delivery without selecting the product categories for items to be cleaned. Upon receipt of the goods by Jonny Fresh, the price is worked out by counting the items to be cleaned and matching them with the price list available on the website www.jonnyfresh.com
- 5.5. If the customer is offered various payment methods when placing the order – such as cash payment on delivery of the goods that have been cleaned, payment on account, SEPA direct debit mandate, PayPal or credit card payment – the customer is free to choose between these. There is no entitlement to the availability of a certain payment method.
- 5.6. Jonny Fresh stores the contract data required for the execution and fulfilment of the contract and makes it available to the customer.
- 5.7. When paying with a credit card or via PayPal, the customer authorizes Jonny Fresh to make a two-step debit and therefore to make subsequent transactions, should the value of the items deviate from the ordered quantity.

6. Contract conclusion for textile cleaning

- 6.1. The products in the online shop or the app do not constitute a legally binding offer within the meaning of section 145 ff. BGB, but constitute a non-binding online catalog. By clicking on the button “Place Final Order”, the customer is placing a binding offer for the products and services contained in the shopping cart. Confirmation of receipt of the offer occurs immediately after it is submitted and does not indicate acceptance of the contract. Jonny Fresh can tacitly accept the customer’s offer within two days by sending an order confirmation via email or by confirming the pick-up date within 24 hours of the pick-up date.
- 6.2. If Jonny Fresh is unable to accept the customer’s offer, then the customer will be informed accordingly. Any payments already made by the customer will be immediately refunded.
- 6.3. Decisive for the contract between Jonny Fresh and the customer are the items to be cleaned that are actually handed over by the customer on collection (point 7). If the items to be cleaned do not match what is on the order because there are fewer or more textiles, or the textiles have been incorrectly declared, Jonny Fresh is entitled to adjust the shopping basket according to the price list valid at the time of the order. Jonny Fresh is also entitled to refuse to clean textiles that have not been declared or have been incorrectly declared. Jonny Fresh shall immediately inform the customer about the change to the shopping basket or if they refuse to clean textiles that have not been declared or have been incorrectly declared.
- 6.4. In addition to the cleaning itself, pickup and delivery are also part of the contract. The time-frame for pickup and delivery are shown to the customer before the order is made and accepted by the customer with placement of the order.

- 6.5. The timeliness of the execution of pickup and delivery services may be affected by force majeure and delayed in accordance with the magnitude of the event. Force majeure can include events such as strike, lockout, intervention of the authorities, scarcity of energy or raw materials, transport bottlenecks outside of the shipper's control, hindrances to operation, and machine damages as well as any other hindrances that are not caused by Jonny Fresh. Jonny Fresh will inform the customer of the expected duration of the service outage. If the service outage is expected to last more than one week, the customer has the right to withdraw. Other claims, particularly claims to damage compensation, are not recognized.

7. Pickup and acceptance of cleaning

- 7.1. Jonny Fresh will pick up the items to be cleaned from the customer within the time frame confirmed in the order confirmation. The confirmed time frame represents a guideline and the customer must accept that reasonable deviations to this might occur.
- 7.2. If the customer is unable to have the items ready by the pickup time, they must notify Jonny Fresh of this no later than 24 hours before the pickup time frame begins and set up an alternate time by calling the phone number 030 536 034 570, which is available Monday through Thursday between 7 a.m. and 6 p.m. and Friday 7 a.m. to 2 p.m. If the parties do not agree to delay the time and the customer is not there for pickup, Jonny Fresh has the right to charge a reimbursement of expenses amounting to EUR 5.00 to cover the wasted effort and necessary transfers. The customer is free to provide proof that Jonny Fresh did not experience any damages or that only very minimal damages occurred.
- 7.3. Customers who have provided their e-mail address will be informed by e-mail if the quantity of the textiles to be cleaned and/or the product categories specified in their order are different from the final inspection of the incoming items. In principle, all items that are received in the incoming item inspection are cleaned and invoiced.
- 7.4. Jonny Fresh has the right to refuse to clean certain textiles if the means and methods available to Jonny Fresh for cleaning appear to be unsuitable for gentle, proper, and successful cleaning. If refusal is issued at pickup, then the rejected textiles will remain with the customer. If refusal is issued later, the rejected textiles will be delivered to the customer together with those textiles that were not rejected.
- 7.5. Jonny Fresh is entitled to charge a minimum quantity surcharge in the amount required to reach the minimum order value. The customer will be informed about the levying of a minimum quantity surcharge in the order overview before the order.

- 7.6. Before handing the items to be cleaned to Jonny Fresh, the customer must remove any objects that may be contained inside the items to be cleaned. They must also check all openings, particularly pockets.

8. Performance of cleaning services

- 8.1. Jonny Fresh will select a cleaning method suitable for the textile being cleaned. When doing so, Jonny Fresh may rely on the care instructions found on the items to be cleaned.
- 8.2. Jonny Fresh is not required to follow information and instructions related to cleaning methods provided by the customer if these contradict the instructions for care found on the item being cleaned or if Jonny Fresh deems deviation from such to be professionally necessary in its professional opinion. It may be necessary to particularly deviate in cases where the alternate method promises gentler cleaning or greater cleaning success. Jonny Fresh may also refuse to perform cleaning services.
- 8.3. If there are no instructions for care and no cleaning instructions are provided by the customer, Jonny Fresh will choose a suitable and promising cleaning method or refuse to clean the article.

9. Delivery and return of the items to be cleaned

- 9.1. The items to be cleaned will be delivered to the customer within the delivery time frame specified in the order confirmation. If the delivery is delayed or cannot be made on the delivery day for reasons caused by Jonny Fresh, then Jonny Fresh will inform the customer and agree on a different time in coordination with the customer as soon as possible.
- 9.2. If the customer is unable to receive delivery within the specified time frame, they must inform Jonny Fresh of this and agree upon a different time at least 24 hours before the delivery time frame begins by calling the phone number 030 536 034 570, with operating hours from Monday through Thursday between 7 a.m. and 6 p.m. and Friday 7 a.m. to 2 p.m. If no agreement is made to delay the delivery time and the customer cannot be found upon delivery, then Jonny Fresh has the right to charge the customer EUR 5.00 to cover wasted effort and necessary schedule shifting. The customer is free to provide proof that Jonny Fresh did not experience any damages or that only very minimal damages occurred.
- 9.3. Upon return, the customer must check the items to be cleaned to ensure that everything is there and must confirm receipt of the textiles. At the express request of the customer, Jonny Fresh will place the cleaned items in front of the customer's door. Once they have been left there, the customer is responsible for protecting the cleaned items from wind and weather conditions as well as from third parties who may be able to access them.
- 9.4. If the customer has agreed to pay cash on delivery, the customer must pay the billed price upon delivery. If the customer refuses payment, Jonny Fresh has the right to withhold the items to be cleaned and set up a different delivery time or demand another payment method. Furthermore, Jonny Fresh also has the right to charge EUR 5.00 as a reimbursement of expenses for the unsuccessful trip and, should the customer wish to change the payment method, EUR 1.75 reimbursement of expenses for such a change. The customer is free to provide proof that Jonny Fresh did not experience any damages or that only very minimal damages occurred.

- 9.5. Upon receipt, the customer must inspect the items to be cleaned for damages and other defects, such as improper cleaning. Damages and other shortcomings in cleaning must be reported to Jonny Fresh immediately. If damages or defects are obvious, the reporting period shall be a maximum of three days. The customer's claim will expire after that time. If damages and defects are not obvious, the customer must report them to Jonny Fresh immediately after discovery.
- 9.6. Defects and damage can be reported to Jonny Fresh over the phone at 030 536 034 570, with operating hours from Monday through Thursday between 7 a.m. and 6 p.m. and Friday 7 a.m. to 2 p.m., via email at support@jonnyfresh.com, or through the contact form at www.jonnyfresh.com. Jonny Fresh will contact the customer as soon as possible and usually within three workdays, issue a return document if necessary, and agree on a new time for pickup.
- 9.7. Jonny Fresh has the right to make partial deliveries as long as this is reasonable for the customer.
- 9.8. After twice unsuccessfully attempting to make a delivery, Jonny Fresh will keep the items to be cleaned for pickup, free-of-charge, for the duration of one year. Upon request, the customer may receive information on pickup options via email or over the phone. After one year at the very soonest, Jonny Fresh has the right to donate the items to be cleaned to a charitable establishment.

10. Textile cleaning guarantee

- 10.1. Any guarantee claims made by the customer are contingent upon the customer fulfilling their information, inspection, and reporting duties properly as described above.
- 10.2. Services are essentially guaranteed by redoing the service.
- 10.3. If the reason for making a claim under the guarantee is faulty cleaning and it is not possible to reclean the item with a reasonable chance of success due to the available cleaning agent or cleaning method, Jonny Fresh may reimburse the proportion of the order compensation paid for the item to be cleaned that was not cleaned properly instead of rectification.
- 10.4. The guarantee does not apply if defects occur as a result of the unique composition of the item to be cleaned, even though the item was cleaned appropriately. Things falling under the category of unique composition include low durability of material, weave flaws, insufficient thread size, lack of color fastness, and insufficient rust protection of metal parts.
- 10.5. Guarantee claims of the customer shall expire within one year after return of the items to be cleaned if the limitation period according to section 643 a para. 1 No. 1 BGB (German Civil Code) is determined. The limitation period as shortened to one year shall not apply in the event of fraudulent intent, in the absence of a quality or characteristic of performance guaranteed by Jonny Fresh, or in the event of claims for damages due to injury to life, limb or health and/or in the event of claims for damages due to damage caused by gross negligence or intent on the part of Jonny Fresh. In these cases, the statutory limitation periods shall apply.

11. Liability

- 11.1. Jonny Fresh is not liable for damages caused by the composition of the item to be cleaned that cannot be identified by inspecting the cloth properly. In particular, this includes damages caused by insufficient color fastness and prints, deficient fastening or composition of buttons, straps, rubber bordering, pads, zippers, intakes, waterproofing, previous improper handling, hidden foreign bodies, and other hidden defects.
- 11.2. Jonny Fresh is not liable for the loss or damage of objects that the customer, in breach of their duty (Section 7, paragraph 6), leaves in the items to be cleaned. The customer is liable for any damages to the property of Jonny Fresh or third parties caused by such objects.
- 11.3. Jonny Fresh is not liable for slightly careless neglect of duty as long as it does not result in injury to life or limb or the health or guarantees or as long as it does not affect the claims made in accordance with product liability law. Liability for neglect of duties that must be fulfilled in order to make the proper execution of the contract possible at all and that the customer should always be able to rely on remain unaffected, as does liability for gross negligence and purposeful harm. The same applies to failures of assistants to fulfill duties.
- 11.4. For processing damages and loss, the extent of liability is generally limited to the replacement value. The cost is derived from the cost to purchase the item at a store when it is replaced, minus the percentage of value loss due to use and the passage of time for the item to be cleaned that has been lost or damaged.

12. Right of withdrawal

- 12.1. The customer shall only be entitled to the following right of revocation if they acted in a consumer capacity as per section 13 BGB (German Civil Code) when concluding the cleaning contract.
- 12.2. You have the right to withdraw from this contract without giving a reason within fourteen days. The term for withdrawal amounts to fourteen days from the day the contract is concluded. In order to exercise your right of withdrawal, you will have to inform us (Jonny Fresh GmbH, Am Treptower Park 28-30, 12435 Berlin, Email: support@jonnyfresh.com, Tel.: 030 536 034 570, Fax: 030 – 536 034 561) of your decision to withdraw from this contract with a clear declaration (e.g. a letter sent in the mail, a fax, or an email). You may use the attached sample withdrawal form for this, though doing so is not mandatory. In order to observe the withdrawal period, you must send notification that you will be exercising your right to withdrawal before the withdrawal period runs out.

13. Consequences of withdrawal

- 13.1. If you withdraw from this contract, we must refund to you all payments that we have received from you, including delivery costs (with the exception of additional costs arising when you choose a type of shipping that differs from the most inexpensive standard shipping that we offer) immediately and no later than within fourteen days of the day that notification of your withdrawal from this contract was received. In order to complete the refund, we will use the same payment method you used for the original transaction, unless we explicitly come to another agreement with you; under no circumstances will you be awarded additional compensation due to this refund.
- 13.2. If you have required that services start during the withdrawal period, you must pay us an appropriate amount that corresponds to the proportion of services that have already been provided up to the point when you notified us of your withdrawal from the contract out of the total amount to be paid for the services as agreed under the contract.
- 13.3. Sample withdrawal form (If you would like to withdraw from the contract, please fill in this form and send it to us.)
- Jonny Fresh GmbH, Am Treptower Park 28-30, 12435 Berlin, Email: support@jonnyfresh.com, Fax: 030 - 536 034 561
 - I/we (*) hereby withdraw from the contract I/we (*) have concluded for the
 - purchase of the following product(s) (*) / the provision of the following service(s) (*)
 - Ordered on (*) / received on (*)
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only for notification on paper)
 - Date

(*) cross out if inapplicable

14. Address and contact information

Jonny Fresh GmbH, Am Treptower Park 28-30, 12435 Berlin,
Tel.: [+49 \(0\)30 536 034 570](tel:+4930536034570) Fax: +49 (0)30 536 034 561 Email:
support@jonnyfresh.com

15. Final provisions, data privacy

- 15.1. Jonny Fresh has the right to change these GTC – if they are incorporated into the contractual relationship with the customer – without participation of the other party at any time and without advance notice, as long as this is necessary in order to adapt to changed legal or technical conditions or for other important reasons. Jonny Fresh will inform the customer of this and of the content of the changed regulations via email or through a notification on the website www.jonnyfresh.com. Registered customers are informed via email. The changes will become part of the contract with registered customers if the customer does not dissent from the changes within 6 weeks of receipt of the change notification for inclusion in the contractual relationship with Jonny Fresh. Dissent can be submitted in text or written form.
- 15.2. Jonny Fresh adheres closely to the applicable stipulations of data privacy law when collecting and handling personal information. Further information on our handling of customer information can be found in our data privacy declaration.

16. Applicable law, place of jurisdiction, safeguarding clause

- 16.1. German law applies to the legal relationship between Jonny Fresh and the customer, excluding the reference norms of international privacy law and excluding the UN Convention on Contracts for the International Sale of Goods. If the customer is the consumer, the law where the customer lives may apply insofar as mandatory provisions are concerned
- 16.2. If the customer is a merchant, then the court that is factually and locally responsible for the location of the Jonny Fresh headquarters (Jonny Fresh GmbH, Am Treptower Park 28–30, 12435 Berlin) will be responsible for all disputes related to the business relationship.
- 16.3. Should individual stipulations in these general terms and conditions be ineffective in part or in full, if an unexpected hole is discovered, or if they later lose their validity, then this does not affect the effectiveness of the remaining terms and conditions. The respective legal regulations must be used instead of the ineffective or lacking conditions.

Conditions

Delivery Area Austria

(Version dated 28th August 2020)

1. Scope of application

- 1.1. These general terms and conditions (GTC) apply to all business relationships between Jonny Fresh GmbH (hereinafter referred to as: Jonny Fresh) and the customer. The current version valid when the contract is concluded is the applicable version.
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The customer is free to choose the days for pickup and delivery, but the two dates must be separated at least by the processing time shown in the order form. This is usually at least 2 working days. Possible pickup and delivery times are shown to the customer. If multiple pickup and delivery times are available on a certain day, the customer will be able to choose between these times when they order. When the order is placed over the phone, the described service options will be queried by the Jonny Fresh employee and confirmed by the customer.

- 2.2. Jonny Fresh has the right to use the services of third parties in part or in full to provide any of its services, particularly pickup, cleaning, and delivery.
- 2.3. Services provided by Jonny Fresh are only available within the sales area, the current extent of which can be found on the website www.jonnyfresh.com/en-AT, by entering the postcode in question.

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- 3.1. Before a cleaning order can be submitted through the app, the customer first has to set up a user account.
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- 5.4. The customer has the option of selecting Express Checkout during the ordering process. With this option, the customer orders a pickup and delivery without selecting the product categories for items to be cleaned. Upon receipt of the goods by Jonny Fresh, the price is worked out by counting the items to be cleaned and matching them with the price list available on the website www.jonnyfresh.com/en-AT.
- 5.5. If the customer is offered various payment methods when placing the order – such as cash payment on delivery of the goods that have been cleaned, payment on account, SEPA direct debit mandate, PayPal or credit card payment – the customer is free to choose between these. There is no entitlement to the availability of a certain payment method.
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- 7.2. If the customer is unable to have the items ready by the pickup time, they must notify Jonny Fresh of this no later than 24 hours before the pickup time frame begins and set up an alternate time by calling the phone number 0800 700 020, which is available Monday through Thursday between 7 a.m. and 6 p.m., and Friday 7 a.m. to 2 p.m. If the parties do not agree to delay the time and the customer is not there for pickup, Jonny Fresh has the right to charge a reimbursement of expenses amounting to EUR 5.00 to cover the wasted effort and necessary transfers. The customer is free to provide proof that Jonny Fresh did not experience any damages or that only very minimal damages occurred.
- 7.3. Customers who have provided their e-mail address will be informed by e-mail if the quantity of the textiles to be cleaned and/or the product categories specified in their order are different from the final inspection of the incoming items. In principle, all items that are received in the incoming item inspection are cleaned and invoiced.
- 7.4. Jonny Fresh is entitled to charge a minimum quantity surcharge in the amount required to reach the minimum order value. The customer will be informed about the levying of a minimum quantity surcharge in the order overview before the order.
- 7.5. Before handing the items to be cleaned to Jonny Fresh, the customer must remove any objects that may be contained inside the items to be cleaned. They must also check all openings, particularly pockets.

8. Performance of cleaning services

- 8.1. Jonny Fresh will select a cleaning method suitable for the textile being cleaned. When doing so, Jonny Fresh may rely on the care instructions found on the items to be cleaned.
- 8.2. Jonny Fresh is not required to follow information and instructions related to cleaning methods provided by the customer if these contradict the instructions for care found on the item being cleaned or if Jonny Fresh deems deviation from such to be professionally necessary in its professional opinion. It may be necessary to particularly deviate in cases where the alternate method promises gentler cleaning or greater cleaning success. Jonny Fresh may also refuse to perform cleaning services.
- 8.3. If there are no instructions for care and no cleaning instructions are provided by the customer, Jonny Fresh will choose a suitable and promising cleaning method or refuse to clean the article.

9. Delivery and return of the items to be cleaned

- 9.1. The items to be cleaned will be delivered to the customer within the delivery time frame specified in the order confirmation. If the delivery is delayed or cannot be made on the delivery day for reasons caused by Jonny Fresh, then Jonny Fresh will inform the customer and agree on a different time in coordination with the customer as soon as possible.
- 9.2. If the customer is unable to receive delivery within the specified time frame, they must inform Jonny Fresh of this and agree upon a different time at least 24 hours before the delivery time frame begins by calling the phone number 0800 700 020, with operating hours from Monday through Thursday between 7 a.m. and 6 p.m. and Friday 7 a.m. to 2 p.m. If no agreement is made to delay the delivery time and the customer cannot be found upon delivery, then Jonny Fresh has the right to charge the customer EUR 5.00 to cover wasted effort and necessary schedule shifting. The customer is free to provide proof that Jonny Fresh did not experience any damages or that only very minimal damages occurred.

- 9.3. Upon return, the customer must check the items to be cleaned to ensure that everything is there and must confirm receipt of the textiles. At the express request of the customer, Jonny Fresh will place the cleaned items in front of the customer's door. Once they have been left there, the customer is responsible for protecting the cleaned items from wind and weather conditions as well as from third parties who may be able to access them.
- 9.4. If the customer has agreed to pay cash on delivery, the customer must pay the billed price upon delivery. If the customer refuses payment, Jonny Fresh has the right to withhold the items to be cleaned and set up a different delivery time or demand another payment method. Furthermore, Jonny Fresh also has the right to charge EUR 5.00 as a reimbursement of expenses for the unsuccessful trip and, should the customer wish to change the payment method, EUR 1.75 reimbursement of expenses for such a change. The customer is free to provide proof that Jonny Fresh did not experience any damages or that only very minimal damages occurred.
- 9.5. Upon receipt, the customer must inspect the items to be cleaned for damages and other defects, such as improper cleaning. Damages and other shortcomings in cleaning must be reported to Jonny Fresh immediately. If damages or defects are obvious, the reporting period shall be a maximum of three days. The customer's claim will expire after that time. If damages and defects are not obvious, the customer must report them to Jonny Fresh immediately after discovery.
- 9.6. Defects and damage can be reported to Jonny Fresh over the phone at 0800 700 020, with operating hours from Monday through Thursday between 7 a.m. and 6 p.m. and Friday 7 a.m. to 2 p.m., via email at support@jonnyfresh.com, or through the contact form at www.jonnyfresh.com. Jonny Fresh will contact the customer as soon as possible and usually within three workdays, issue a return document if necessary, and agree on a new time for pickup.
- 9.7. Jonny Fresh has the right to make partial deliveries as long as this is reasonable for the customer.

9.8. After twice unsuccessfully attempting to make a delivery, Jonny Fresh will keep the items to be cleaned for pickup, free-of-charge, for the duration of one year. Upon request, the customer may receive information on pickup options via email or over the phone. After one year at the very soonest, Jonny Fresh has the right to donate the items to be cleaned to a charitable establishment.

10. Textile cleaning guarantee

- 10.1. Any guarantee claims made by the customer are contingent upon the customer fulfilling their information, inspection, and reporting duties properly as described above.
- 10.2. Services are essentially guaranteed by redoing the service.
- 10.3. If the reason for making a claim under the guarantee is faulty cleaning and it is not possible to reclean the item with a reasonable chance of success due to the available cleaning agent or cleaning method, Jonny Fresh may reimburse the proportion of the order compensation paid for the item to be cleaned that was not cleaned properly instead of rectification.
- 10.4. The guarantee does not apply if defects occur as a result of the unique composition of the item to be cleaned, even though the item was cleaned appropriately. Things falling under the category of unique composition include low durability of material, weave flaws, insufficient thread size, lack of color fastness, and insufficient rust protection of metal parts.
- 10.5. Guarantee claims of the customer shall expire within one year after return of the items to be cleaned if the limitation period according to section 643 a para. 1 No. 1 BGB (German Civil Code) is determined. The limitation period as shortened to one year shall not apply in the event of fraudulent intent, in the absence of a quality or characteristic of performance guaranteed by Jonny Fresh, or in the event of claims for damages due to injury to life, limb or health and/or in the event of claims for damages due to damage caused by gross negligence or intent on the part of Jonny Fresh. In these cases, the statutory limitation periods shall apply.

11. Liability

- 11.1. Jonny Fresh is not liable for damages caused by the composition of the item to be cleaned that cannot be identified by inspecting the cloth properly. In particular, this includes damages caused by insufficient color fastness and prints, deficient fastening or composition of buttons, straps, rubber bordering, pads, zippers, intakes, waterproofing, previous improper handling, hidden foreign bodies, and other hidden defects.
- 11.2. Jonny Fresh is not liable for the loss or damage of objects that the customer, in breach of their duty (Section 7, paragraph 6), leaves in the items to be cleaned. The customer is liable for any damages to the property of Jonny Fresh or third parties caused by such objects.
- 11.3. Jonny Fresh is not liable for slightly careless neglect of duty as long as it does not result in injury to life or limb or the health or guarantees or as long as it does not affect the claims made in accordance with product liability law. Liability for neglect of duties that must be fulfilled in order to make the proper execution of the contract possible at all and that the customer should always be able to rely on remain unaffected, as does liability for gross negligence and purposeful harm. The same applies to failures of assistants to fulfill duties.
- 11.4. For processing damages and loss, the extent of liability is generally limited to the replacement value. The cost is derived from the cost to purchase the item at a store when it is replaced, minus the percentage of value loss due to use and the passage of time for the item to be cleaned that has been lost or damaged.

12. Right of withdrawal

- 12.1. The customer shall only be entitled to the following right of revocation if they acted in a consumer capacity as per section 13 BGB (German Civil Code) when concluding the cleaning contract.
- 12.2. You have the right to withdraw from this contract without giving a reason within fourteen days. The term for withdrawal amounts to fourteen days from the day the contract is concluded. In order to exercise your right of withdrawal, you will have to inform us (Jonny Fresh AT GmbH, Lehargasse 3A, 1060 Wien, Email: support@jonnyfresh.com, Tel.: 0800 700 020, Fax: 030 – 536 034 561) of your decision to withdraw from this contract with a clear declaration (e.g. a letter sent in the mail, a fax, or an email). You may use the attached sample withdrawal form for this, though doing so is not mandatory. In order to observe the withdrawal period, you must send notification that you will be exercising your right to withdrawal before the withdrawal period runs out.

13. Consequences of withdrawal

- 13.1. If you withdraw from this contract, we must refund to you all payments that we have received from you, including delivery costs (with the exception of additional costs arising when you choose a type of shipping that differs from the most inexpensive standard shipping that we offer) immediately and no later than within fourteen days of the day that notification of your withdrawal from this contract was received. In order to complete the refund, we will use the same payment method you used for the original transaction, unless we explicitly come to another agreement with you; under no circumstances will you be awarded additional compensation due to this refund.
- 13.2. If you have required that services start during the withdrawal period, you must pay us an appropriate amount that corresponds to the proportion of services that have already been provided up to the point when you notified us of your withdrawal from the contract out of the total amount to be paid for the services as agreed under the contract.

- 13.3. Sample withdrawal form (If you would like to withdraw from the contract, please fill in this form and send it to us.)
- Jonny Fresh AT GmbH, Lehargasse 3A, 1060 Wien, Email: support@jonnyfresh.com, Fax: 030 – 536 034 561
 - I/we (*) hereby withdraw from the contract I/we (*) have concluded for the
 - purchase of the following product(s) (*) / the provision of the following service(s) (*)
 - Ordered on (*) / received on (*)
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only for notification on paper)
 - Date

(*) cross out if inapplicable

14. Address and contact information

Jonny Fresh AT GmbH, Lehargasse 3A, 1060 Wien, Tel.: [+43 \(0\)800 700 020](tel:+430800700020) Fax: +49 (0)30 536 034 561 Email: support@jonnyfresh.com

15. Final provisions, data privacy

- 15.1. Jonny Fresh has the right to change these GTC – if they are incorporated into the contractual relationship with the customer – without participation of the other party at any time and without advance notice, as long as this is necessary in order to adapt to changed legal or technical conditions or for other important reasons. Jonny Fresh will inform the customer of this and of the content of the changed regulations via email or through a notification on the website www.jonnyfresh.com. Registered customers are informed via email. The changes will become part of the contract with registered customers if the customer does not dissent from the changes within 6 weeks of receipt of the change notification for inclusion in the contractual relationship with Jonny Fresh. Dissent can be submitted in text or written form.

15.2. Jonny Fresh adheres closely to the applicable stipulations of data privacy law when collecting and handling personal information. Further information on our handling of customer information can be found in our data privacy declaration.

16. Applicable law, place of jurisdiction, safeguarding clause

16.1. German law applies to the legal relationship between Jonny Fresh and the customer, excluding the reference norms of international privacy law and excluding the UN Convention on Contracts for the International Sale of Goods. If the customer is the consumer, the law where the customer lives may apply insofar as mandatory provisions are concerned.

16.2. If the customer is a merchant, then the court that is factually and locally responsible for the location of the Jonny Fresh headquarters (Jonny Fresh AT GmbH, Lehargasse 3A, 1060 Wien) will be responsible for all disputes related to the business relationship.

16.3. Should individual stipulations in these general terms and conditions be ineffective in part or in full, if an unexpected hole is discovered, or if they later lose their validity, then this does not affect the effectiveness of the remaining terms and conditions. The respective legal regulations must be used instead of the ineffective or lacking conditions.