

General Terms and Conditions of the VILLA WESCO "VILLA WESCO CARD" Customer Card Program

A. Scope of application

The VILLA WESCO "VILLA WESCO CARD" customer card program (hereinafter referred to as "customer card program") is operated by us (M. Westermann & Co. GmbH, represented by the Managing Directors Egbert Neuhaus and Markus Westermann, Bahnhofstraße 205, D-59759 Arnsberg; hereinafter referred to as "WESCO") in accordance with these participating conditions and is applicable in VILLA WESCO brand experience centres and the design outlet store , Bahnhofstraße 205, D-59759 Arnsberg (VILLA WESCO Sauerland), in the VILLA WESCO Lifestyle furniture store and brand shop, Calle Bernat de Santa Eugènia 28, Santa Maria del Cami, ES-07320 Mallorca (VILLA WESCO MALLORCA)(both herein after referred to as "VILLA WESCO") as well as in the official WESCO online shop at www.wesco.de.

For the participation of customers in the customer card program (hereinafter referred to as "Participant") the following General Conditions of Participation shall apply in their respective version.

B. Program description

The customer card entitles the Participant to participate in the customer card program. The customer card program includes:

1. When applying for the customer card, the Participant receives a 10 Euro welcome voucher to offset his purchase against a purchase value of 50 Euro or more. The welcome voucher cannot be combined with discount campaigns and other vouchers.
2. The Participant benefits from regular exclusive offers from the VILLA WESCO range and the WESCO online shop.
3. The Participant receives information on special offers or events by email (VILLA WESCO newsletter).
4. The Participant receives 5% discount on the complete WESCO Aluments range of furniture, i.e. tables, small pieces of furniture, seating furniture and sideboards including special designs of these. WESCO outdoor kitchens are excluded from this.
5. In the official WESCO online shop www.wesco.de the Participant receives a 25% discount on the entire purchase which can be combined with other offers. This does not apply to products that have been excluded from discount campaigns.

C. Registration and participation

1. Any natural person over the age of 16 over can participate. Participation is free of charge. The prerequisite for participation is that title, name, address, date of birth and signature of the application form are provided.

By providing his email address and signing the declaration of consent in the application form the Participant agrees to the sending of advertising and information about news and benefits of WESCO or from the customer card program by email. Furthermore, all non-promotional information on the customer card program such as information on the customer card program itself, changes to contact details or information on updated conditions of participation will exclusively be transmitted by email.

The Participant can withdraw his consent for the sending of advertising and information on offers for the future at any time. In that case WESCO continues to be entitled to use the inventory data of the Participant for non-promotional information about the customer card program and to carry on transmitting such information by email.

2. WESCO reserves the right to refuse the participation of persons for important reasons. WESCO also reserves the right to exclude the Participant from further participation in the customer card program in case of misuse.

3. The Participant assures that all information provided by him in accordance with Clause C.1 is correct and that he will notify WESCO immediately of any changes to this information. Otherwise it may not be possible, for instance, to issue a proper voucher.

D. Termination, discontinuation or change of the conditions of participation

1. The customer card is linked to the customer card program. Participation in the customer card program can be terminated any time. WESCO may terminate the Participant's participation in the customer card program subject to a period of notice of 4 weeks. If the termination is for an important reason WESCO may terminate the participation relationship without notice.

2. WESCO reserves the right to discontinue the customer card program subject to a reasonable period of notice. If there is an important reason, discontinuation is also possible without such a period of notice.

3. Furthermore, WESCO reserves the right to change or supplement the conditions of participation including the program description. This shall also apply in particular - but not conclusively - if and to the extent that this is necessary in the interest of simple and safe handling and to prevent misuse. Participants will be informed of any changes by email (if their email addresses have been provided) and in the WESCO online shop at www.wesco.de.

4. Claims that already existed at the time of discontinuation of the customer card program or the amendment of the conditions of participation shall remain unaffected by this.

5. Amendments or supplements to the conditions of participation shall be deemed to have been approved by the Participant provided he does not object within six weeks after receipt of the notification of the amendment/supplement in text form, e.g. by email or terminates the participation in the customer card program. The same applies if the Participant continues to use the customer card after the deadline has expired. If the Participant objects to the change the previous conditions shall continue to remain in force unchanged. In that case WESCO reserves the right to terminate the contract with the objecting Participant in due form with a period of notice of 4 weeks. WESCO will again point that out to the Participant separately in the notice.

E. Data protection

The personal data associated with participation will be collected, processed and used in accordance with the statutory data protection provisions. For further information on the privacy policy of the M. Westermann & Co. GmbH for the customer card program registration please refer to www.villa-wesco.de as well as www.villa-wesco.com.

F. Liability

1. WESCO excludes any claims for damages by the Participant. The foregoing exclusion of liability does not apply to claims of the Participant for damages arising from injury to life, body or health or from the breach of material contractual obligations (cardinal obligations) or to WESCO's liability for other damage or loss resulting from intentional or grossly negligent breach of duty on the part of WESCO or its legal representatives or agents. Material contractual obligations are those obligations which must be performed if the purpose of the contract is to be achieved.

2. In case of breach of material contractual obligations, WESCO shall be liable only for contractually relevant, foreseeable damage or loss caused as a result of simple negligence, provided however the Customer's claims for damages do not arise from injury to life, body or health.

3. The limitations in Para. 1 and 2 apply also for the benefit of WESCO's legal representatives or agents insofar as claims are made directly against them.

4. The provisions of the Product Liability Act shall not be affected by the above.

G. Final provisions, applicable law

1. German law shall apply to the exclusion of the United Nations Convention on Contracts.

2. WESCO is neither willing nor obligated to participate in a dispute resolution procedure before a consumer conciliation service.

3. If the Participant is a businessman the place of jurisdiction for all disputes arising from contractual relationships between the Participant and WESCO shall be the place of business of WESCO.