

General Terms

1. These Terms

1.1 These are the terms and conditions on the use of our website (including the Rituals mobile app) and the sale of our products ("Terms and Conditions") from RITUALS Cosmetics Germany GmbH ("RITUALS" or "we") to consumers within the meaning of Section 13 of the German Civil Code (BGB), i.e. every natural person who enters into a legal transaction for purposes that predominantly are outside such person's trade, business or profession ("you") on the basis of online orders via our website <https://www.rituals.com/de-de/home> or via our mobile app.

1.2 Please read these Terms and Conditions carefully before you submit your order to us. These Terms and Conditions, amongst others, tell you who we are, how we will provide products to you, how you or we may change or cancel orders, what to do if there is a problem and other important information.

2. Information About Us

2.1 We are RITUALS Cosmetics Germany GmbH a company registered in Germany. Our company registration number is HRB 75706 and our registered office is at Stadtwaldgürtel 42, 50931 Cologne, Germany. Our registered VAT number is DE 232133726 (District Court Cologne). Our legal representative is Jenny de Vries, CFO.

2.2 You can contact us by telephoning our customer service team at +49 (0)221 82829661 or by sending an email to service@rituals.com.

2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. Use of Our Website and Webshop

3.1 On our website you can purchase our products via our online distribution channel. The online purchase of our products and the use of our website are available to consumers only. We shall under no circumstance be obliged to accept orders from entrepreneurs or legal entities or bodies and we retain the right to refuse orders that are meant for the resale of products by an unauthorized distributor and/or distribution channel (drop shipping included).

3.2 Information on our products can be found on our website. We try to make sure that all information on the website is complete and correct. However, please be aware that possible inaccuracies can exist at the moment of placing your order. We may not accept your order in such cases.

3.3 We retain the right to change, add and delete information on our website at any time without prior notice being required; such changes do not affect contracts already concluded.

3.4 You can only place an order with us if you agree to these Terms and Conditions. By using the website you agree to the rules governing the fair use of our website ("hereinafter: "the House Rules"), which are also placed on our website at or in the app under [Rituals House Rules](#). When we detect any suspicious behaviour on our website, for example via oddities or irregularities with orders, fraudulent transactions, misuse of promotions and violation of the terms of having a customer account, we retain the right to investigate and take appropriate actions. Such actions may include, but are not limited to, blocking (bank) accounts and/or payments, occasionally or permanently, or cancelling orders. The actions to be taken and when they should be taken are at our sole and reasonable discretion.

3.5 We furthermore retain a protocol for situations as mentioned under clause

3.6. In case of a breach of the House Rules, we retain the right to add the individuals involved to our fraud database. We will only do so in compliance with the applicable data protections laws and regulations, including the GDPR. We will process the personal data in relation to the fraud database on the ground of its legitimate interest, which is the protection and prevention from harm to the business, caused by fraudulent actions. Personal Data in the database will be retained for a period of 1 to 3 years maximum, depending on the gravity of the breach of the House Rules.

3.7 Please see our "[Rituals House Rules](#)" for information on the fair use of our website and [click](#) to read our privacy policy with further information about our data processing practices and security measures.

3.8 All intellectual property on this website in respect of amongst other visuals, brand names, product descriptions and other communications included on this website is owned by us, the group of companies we belong to or our licensees. It is forbidden to publish, copy, use or multiply the contents of this website or parts thereof in any way, unless permission to do so has been provided to you. You are allowed during your use of this website to copy information needed for your own personal use, such as information needed for your order.

4. How to create a customer account

4.1 In order to register on our website, you have to complete the mandatory fields in the registration form correctly and in full. The registration is successfully completed if it has been confirmed by us with a corresponding confirmation email. Once you have successfully registered, a personal RITUALS' number for your Customer Account ("ID") which will be linked to the e-mail address you have provided, will be created for you. This ID is non-transferable and grants you access to your Customer Account.

4.2 You may also place your order as a guest without registering.

5. Placing an Order on Our Website

5.1 The products displayed on our website constitute a non-binding product catalogue. Our product offerings on the website are non-binding and do not constitute an offer to conclude a purchase agreement.

5.2 By placing an order via the website, you make a binding offer to purchase the relevant product(s) and, thus, to conclude a purchase agreement ("contract").

You can order products on our website by selecting them and placing them in your shopping cart in a non-binding manner. You can check the content of your cart before proceeding with your order. In your shopping cart you can make any adjustments to your order, e.g. change the quantity of a product or delete a product from your basket at any time. Please be aware that products in your cart are not reserved for you until the order process is fully completed. You will then select a delivery method. The costs of delivery will be displayed to you on our website. Next, you are required to enter your e-mail address. You can choose whether you want to pay as a registered member of My Rituals or as a guest. You will then be asked to enter all of the data that is relevant to the processing of your order (first and last name, billing and delivery address). You will then be directed to the payment process, where you can select the payment method of your choosing and enter your payment details. During the order process, we provide you with technical resources in the form of a standard check for completeness and plausibility (check to see whether all mandatory fields have been completed and whether the characters entered are appropriate for the mandatory field in question) to help you to recognise any errors you have possibly made in your entries. You can correct your entries at any time using the "Go back" button in your browser before placing your binding order.

Your order data is then summarised in an overview once again for your final check. By clicking on the "Buy now" button, you place a binding order for the product(s) in your basket.

You may only place a binding order if you take note of and agree to the application of these Terms and Conditions and if you take note of the Privacy Policy as well as the instructions on withdrawal as stated in clause 9.1 by placing a checkmark in the field "I

have taken note of and agree to the general terms and conditions" and "I have read and understood the cancellation policy and the privacy policy".

The Terms and Conditions can be printed using the "Drucken" function and saved using the "Save" function.

5.3 After you have placed your order we will send without undue delay an automatically generated email with an order number acknowledging the receipt of your order ("Order Acknowledgement"). This Order Acknowledgment means that your order has been received; it does not mean that your order has been accepted.

6. Our Contract with You

6.1 Your order is final when we accept it, at which point a contract will come into existence between you and us. Acceptance of your order will take place by separate email to you ("Order Confirmation"). The Order Confirmation will be sent within [three] business days following the day of the order. You should check all emails carefully, including the Order Acknowledgement and any Order Confirmation, to ensure that the details are correct. The Order Confirmation will also contain all details of the contract (including the details of the order and these Terms and Conditions as well as the instructions on the right of withdrawal and the Privacy Policy) in text form.

6.2 Circumstances can occur that affect the acceptance of orders. We retain the right at all times to not accept orders at any time at our own discretion.

6.3 If we are unable to accept your order, we will inform you of this per email and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified, or for other reasons.

6.4 All order confirmations are subject to product availability and delivery. If any items are out of stock, we retain the right to not accept your order. In that case we may inform you about alternative or similar items for purchase on our website. If you do not wish to purchase these items, no contract will be concluded and we will refund any payments you might have already made to us for the unavailable items.

6.5 If an accepted order can temporarily not be fulfilled due to a force majeure event, such as mobilization, war, terrorism, riots, natural disasters, fire or other unforeseeable circumstances beyond our control, such as lawful lock-outs, operational or transport disruptions, as well as direct or indirect effects of epidemics or pandemics, including associated official authorities', legal or other measures, the agreed delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period, but by three months at the most. We will inform you of the beginning and the expected

end of such circumstances as soon as possible within a maximum of 14 days. If the hindrance lasts six weeks or longer, each party may rescind from the affected contract.

We will provide you with a refund for any sums you have paid in advance for products which can no longer be provided to you. Your rights in connection with the default in delivery remain unaffected.

6.6 The languages available for the conclusion of a contract are: German and English.

7. Delivery

7.1 When placing an order, you will be requested to fill in a delivery address in the country of the website. Unfortunately, we do not deliver to postal addresses or locations outside the country of the website you have placed your order on.

7.2 If you have selected a delivery to your address, we will send you another email with the estimated delivery time(s).

7.3 It is possible that your delivery will be delivered in separate deliveries (split deliveries) from our warehouses and stores if you have ordered multiple products from our website.

7.4 If you have asked to collect the products from one or more of our stores by way of click and collect, you can collect them from us during opening hours after confirmation by us that your order is ready and waiting for you in the store(s) of your choosing. Please check our website for the current opening hours of our stores.

8. Our Products

8.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The packaging of the product may vary from that shown in images on our website.

8.2 The above does not affect your legal rights in relation to faulty or misdescribed products.

9. Your Statutory Right to Withdraw from the Contract

9.1 You have a right to withdraw from the purchase contract subject to the following provisions.

9.2 Instructions on withdrawal

Right of withdrawal

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

The withdrawal 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 (last) good.

To exercise the right of withdrawal, you must inform us (RITUALS Cosmetics Germany GmbH, Stadtwaldgürtel 42, 50931 Cologne, +49 (0)221 82829661, service@rituals.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

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

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such 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 such 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 us (or, if applicable, to the person/company authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

We will bear the cost of returning the goods, if from the same country where we delivered the products.

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.

9.3 The model withdrawal form is included in these Terms and Conditions as Annex 1.

9.4 You have the contractual right to withdraw from the contract beyond the statutory period of 14 days within a total period of 30 days after delivery in accordance with the provisions in clause 10.3.

9.5 Unless we have agreed otherwise, the right of withdrawal does not apply to contracts for the supply of goods which are not suitable for return due to health protection or hygiene reasons, if such goods were unsealed after delivery. Likewise, unless we have agreed otherwise, the right of withdrawal does not apply to contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by you is decisive or which are clearly tailored to your personal needs.

10. Your Rights to Cancel Your Order

10.1 Your rights when cancelling the order and thus ending the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. The cancellation and/or termination rights set out in this clause 10 do not affect or restrict any termination rights granted to you by any applicable mandatory laws.

10.2 If what you have bought is faulty or misdescribed, you may have a legal right to rescind from the contract (or to get the product repaired or replaced or to get some or all of your money back). Details regarding your claims for defects are set out in clause 13.

10.3 If you have just changed your mind about the product, you may be able to return such product and get a refund if you are within the provided cooling-off period of 30 days, which cooling off period starts on the date you have received the products. Our 30 days return policy reflects the goodwill warranty offered by us to you, which goes above and beyond your legal right to change your mind within 14 days after delivery of the products as set out in clause 9.

11. How to Cancel Your Order

11.1 To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Call customer services on +49 (0)221 82829661 or email us at service@rituals.com. Please provide your name, home address, details of the order and, where available, your phone number and email address; or

(b) Online. Complete the on our website; or

(c) In case of a return as meant in clause 9 or 10.3 of these Terms and Conditions, please complete and return the Model withdrawal form, which is included at the end of these Terms and Conditions under Annex 1, or the online; or

(d) Through any other type of unambiguous statement.

12. How to Return Your Order to Us

12.1 If you want to return your order to us in relation to your statutory withdrawal right as set out in clause 9, please follow the instructions there. If you want to return your order to us in relation to your contractual withdrawal right set out in clause 10.3, you can do so pursuant to the following clauses 12.2 to 12.8.

12.2 You can return the product within a maximum of 30 days as from the date you received the products. The return of the products shall be free of charge if shipment to us is made from the same country where we delivered the products. In all other cases, the costs of shipment to us shall be borne by you. When you send your order back to us, please make sure to ship the order in its original packaging and to complete the return form that is provided with your order. You can also find the form [here](#).

12.3 We retain the right to refuse the return of items that have been sealed for health protection or hygienic purposes, once these have been unsealed after you receive them.

12.4 Pursuant to clause 12.3, it is not possible to return cosmetics, underwear, clothing and earrings of which the sealed packaging has been opened or when these items have been used and/or worn, which has as a consequence that Ritual is no longer able to re-sell these products. It is also not possible to return personalized products that are specifically made on the basis of your specifications and are manufactured by us on the basis of your individual choice or decision, or are otherwise clearly intended for you specifically, such as, but not limited to, The Hair temple shampoo/conditioner and the Mansion Collection XL Fragrance Sticks.

12.5 Online orders that you have picked up from our store (click and collect) as well as online order that are shipped to your home, can be returned in a store of your choosing. If available in your country.

12.6 If you have received a gift with your order and you want to return the full order to us, please make sure to include the gift with your return shipment. Should you keep the gift, we will deduct the price of the gift from your refund.

12.7 After the receipt of your return order, we will make any refunds due to you as soon as possible, and within a maximum of 14 days within the receipt of your cancellation by us.

12.8 Please see our [FAQ page](#) for more information about our order and return process.

13. Product; Claims for Defects

13.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +49 (0)221 82829661 or email us at service@rituals.com. Charges vary depending on your service provider and country.

13.2 We are under a legal duty to supply products that are in conformity with your order. In the event of defects in the products, the statutory provisions shall apply, in particular your right to request rectification, to rescind from the contract or to reduce the purchase price. Nothing in these Terms and Conditions will affect those statutory legal rights.

13.3 The period of limitation for all claims for defects is two years and starts at the time the corresponding products have been delivered to you. Claims for defects, which we have fraudulently concealed or which are covered by a quality or durability guarantee, shall remain unaffected by this clause 12.4.

13.4 Claims for damages due to defects shall be governed by statutory law, though modified by the provisions in clause 15.

14. Price and Payment

14.1 The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. Any applicable shipping costs and other charges will be automatically specified in your basket and displayed in the summary of the order data as stated in [clause 5.2](#).

14.2 We take all reasonable care to ensure that the price of the product advised to you is correct. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced on the website by error. The prices as displayed in your

shopping cart are the check-out price. We are not liable for or bound to prices that are evidently incorrect or erroneous.

14.3 If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may i) charge you for the corrected price of the items, or ii) if you don't agree with the corrected price - we may rescind the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.4 We accept different payment methods:

- Credit card (MasterCard, VISA, American Express): Your credit card will be charged upon Order Confirmation.
- PayPal: You pay the invoice amount via the online provider PayPal. In general, you have to register or be registered with PayPal, enter your login details to confirm your identity and then confirm the payment instruction to us. You will receive further information during the order process.
- Online bank transfer By entering your bank account details you instruct your bank to transfer the amount.
- Pay later with Klarna: In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, the payment period is 14 days (or two (2) months against payment of a fee) from shipment of the products. You can find the complete terms and conditions for the markets where this payment method is available.
- RITUALS (Online) Gift Card: In order to redeem your (online) gift card, add your name, the gift card number and the PIN into the gift code box on the checkout, this will automatically deduct the entire amount of your (online) gift card from your order total. You can use another payment method to pay for the rest of your order, if your (online) gift card does not cover the entire order amount. You are unable to apply just a portion of your (online) gift card amount to an order. If you are using an (online) gift card online and the total order value is less than the value of the card, any balance will remain on the card and may be applied to future purchases, provided that the card has not expired.

14.5 In case you pay later with Klarna we retain title to the products delivered to you until the payment for them has been made in full. You are not entitled to resell any products delivered to you which are subject to the retention of title as stated in this clause 14.5 unless we have granted prior written consent to such resale.

15. Our Responsibility For Loss Or Damage Suffered By You (Liability)

15.1 RITUALS is liable for damages based on any legal ground whatsoever in accordance with the following provisions:

15.2 RITUALS liability for damages caused by slight negligence (einfache Fahrlässigkeit) is limited to typical and foreseeable damages resulting from the breach of a material

contractual obligation. A material obligation is an obligation that is required for the fulfilment of the purpose of the respective agreement and on the fulfilment of which a contractual partner regularly trusts or may trust. This limitation of liability shall equally apply to any damage caused by gross negligence on the part of employees or agents of Rituals who are not governing bodies or executives of Rituals.

15.3 The foregoing limitation of liability does not apply to (i) RITUALS' liability under the German Product Liability Act (Produkthaftungsgesetz), (ii) defects for which a guarantee for the quality of the Product (Beschaffenheitsgarantie) was given (in that case liability will be in accordance with the terms of such guarantee), (iii) injury of life, limb or health (Verletzung von Leben, Körper oder Gesundheit), (iv) due to fraudulently concealed defects, (v) intent (Vorsatz), and (vi) gross negligence (grobe Fahrlässigkeit) of an officer or executive of RITUALS.

15.4 The above limitations of liability shall also apply in the case of your claim for damages against RITUALS' officers, executives, employees or agents.

15.5 The above limitations of liability shall apply accordingly to frustrated expenses.

15.6 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. How we may use your personal information

16.1 We will only use your personal information as set out in our [Privacy Policy](#).

17. Other important terms

17.1 These Terms and Conditions are subject to change from time to time. Amended terms and conditions will apply to orders placed after the amendment has taken effect. Please visit our [website](#) for the most recent version.

17.2 These Terms and Conditions are governed by the laws of Germany. This choice of law shall not apply, however, if it has the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable on the basis of statutory provisions.

You can bring legal proceedings in respect of the products and any and all claims resulting from or in connection with the contract in the German courts or, if you are a consumer residing with the EU, the courts of the place where you are domiciled.

17.3 We do not participate in the procedure for alternative dispute resolution in consumer matters pursuant to the German Consumer's Alternative Dispute Resolution Act (VSBG). However, we commit to comply with any future EU-wide alternative dispute resolution mechanism once officially established available to consumers. Until such time, please refer to our complaint handling procedure as outlined in these Terms.

17.4 Should you have any complaints, please contact us via email or phone. We shall do our utmost to reply to your complaint within 14 days of receipt. If more time is needed to formulate a response, we will inform you of the delay and our reasons.

17.5 We ask our customers to handle a complaint by mutual agreement during a period of 4 weeks, before submitting the claim for any legal proceedings.