

TERMS FOR THE OPENING OF A BRAM CARD

DUTY OF CARE AND COOPERATION OF THE BRAM CARD HOLDER

The BRAM Card is issued by:

E. Breuninger GmbH & Co.
Marktstraße 1–3
70173 Stuttgart, Germany

The BRAM Card must be signed by the card holder immediately upon receipt. The BRAM Card cannot be transferred. If misuse is suspected, the BRAM Card can be blocked. If the BRAM Card holder moves, he/she is obliged to notify Breuninger without delay of his/her new address.

CONTRACTUAL RELATIONSHIP

As holder of a BRAM Card you will receive a bonus at least once a year. This bonus will be calculated based on your purchases within a certain time frame. This bonus may be redeemed in connection with future purchases. Approximately four weeks after the end of the timeframe in which bonus-relevant purchases could have been made, you will receive your bonus letter by post. This letter will also contain all other relevant terms for the redemption of your bonus.

TERMINATION BY THE BRAM CARD HOLDER

The BRAM Card holder may terminate the agreement at any time without observing a notice period by email, post, phone or in store. Breuninger may terminate the agreement with a notice period of two months. As soon as the termination takes effect, the BRAM Card may no longer be used.

RIGHT TO MAKE CHANGES

Breuninger will inform the BRAM Card holder of any changes to these contract terms no later than two months before the proposed time at which they will take effect, in text form with typographical highlighting of the changes, in writing or electronically if an electronic channel has been agreed for communication. Silence on the part of the BRAM Card holder is only considered acceptance of the change offer (presumed consent) if the BRAM Card holder does not reject Breuninger's change offer before the proposed time at which the changes take effect. In the change offer, Breuninger will inform the BRAM Card holder regarding the consequences of remaining silent.

Presumed consent does not apply for changes which

- concern the principal obligations of the contract, or
- are equivalent to concluding a new contract, or
- would shift the previously agreed contractual relationship considerably to the benefit of Breuninger.

In these cases, Breuninger will obtain consent from the BRAM Card holder regarding these changes in a different way. The BRAM Card holder's right to terminate the contract at any time remains unaffected by this.

FINAL PROVISIONS

This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany and shall be subject to the jurisdiction of Stuttgart, Germany. Your consumer rights are unaffected and you may be entitled to introduce a dispute before competent courts of your domicile in application of EU consumer protection law. For questions please call the BRAM Card Service phone: +352/450231-0 or by e-mail at: info@bram.lu

CANCELLATION POLICY

If you are a consumer pursuant to Art. 13 BGB (German Civil Code), you have the right to cancel as described below:

RIGHT TO CANCEL

You have the right to cancel this contract within 14 days, without giving a reason for your cancellation. The 14-day cancellation period begins on the day on which you receive the BRAM Card.

STANDARD CANCELLATION FORM

If you want to cancel the contract, you can send us a clear declaration (e.g. a letter sent by post or an email) informing us of your decision to cancel this contract. You can use the standard cancellation form if you wish (but this is not compulsory) or you can formulate the declaration yourself. (e-breuninger.de/bram-widerruf)

TO:

BRAM eine Zweigniederlassung der E. Breuninger GmbH & Co.
(subsidiary of the E. Breuninger GmbH)
80, Route de Longwy
8060 Bertrange, Luxemburg
Phone: +352/450231-0
E-mail: info@bram.lu

I/We (*) hereby withdraw from my/our (*) contract for the purchase of the following goods (*)/the provision of the following services (*)

- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if you are informing us on paper)
- Date

To meet the cancellation period, it is sufficient to send the declaration stating that you will be exercising your right to cancel before the cancellation period ends.

CONSEQUENCES OF CANCELLING THE CONTRACT

If you cancel this contract, we will refund all the payments we have received from you, including delivery costs (with the exception of any additional costs incurred because you selected a delivery method other than the least expensive standard delivery offered by us), immediately or at the latest 14 days after the day on which we receive your instruction to cancel this contract. Unless otherwise expressly agreed with you, any refunds will be made to the same means of payment as was used for the original transaction.

You will not be charged any fees for this refund. We may delay repayment until the goods have been returned to us, or until you provide proof that you have returned the goods to us, depending on which of these occurs first.

You must send the BRAM Card back to us or hand it over to us without delay or at the latest within 14 days of the day on which you inform us that you are cancelling this contract. This deadline has been met if you send the BRAM Card before the 14-day period ends.

– End of cancellation policy –