

BLANCO online shop (UK Customers)

General terms and conditions

Status [25.04.2024]

The following terms and conditions also contain legal information about your rights under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce EC Directive) Regulations 2013.

1. Who we are and our terms of conditions

- 1.1 These General Terms and Conditions apply to all orders placed by customers via the BLANCO online shop (available, for example, at blanco.co.uk or in the BLANCO app), as well as any orders placed via telephone or fax. These General Terms and Conditions do not apply to orders placed via the BLANCO Extranet Shop, which is reserved for specialized dealers.
- 1.2 We are BLANCO direct GmbH, a company registered in Germany with our registered office address at Flehinger Str. 59, 75038 Oberderdingen, Germany. We are entered in the Commercial Register in Germany at the Local Court of Mannheim under company number HRB 240643. We are the supplier of goods for all purchases via the BLANCO online shop.
- 1.3 Our goods are intended for private individual customers (consumers, see section 1.4) and commercial customers ("business customers", see section 1.5). Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these General Terms and Conditions carefully.
- 1.4 For the purposes of these General Terms and Conditions, you are a '**consumer**' if you are buying goods from us as an individual for purposes wholly or mainly outside of your trade, business, craft or profession.
- 1.5 For the purposes of these General Terms and Conditions, you are a '**business customer**' if you are buying goods from us for purposes relating to your trade, business, craft or profession or you are not a 'consumer' as defined in section 1.4 above.
- 1.6 Deviating general terms and conditions and/or conditions of purchase of the customer shall not be valid unless we expressly agree to them in writing.
- 1.7 We may make changes to these General Terms and Conditions at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 1.8 Any reference to 'we', 'us' or 'our' in these General Terms and Conditions is to BLANCO direct GmbH, and any reference to 'you' or 'your' is to the

person or business placing an order with us via telephone, fax or the BLANCO online shop.

- 1.9 If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

2. Placing an order

- 2.1 It is not necessary to create a user account to place an order in our online shop, you may place a guest order. The BLANCO group offers its customers the option of a user account with additional functions within the BLANCO app and platform, such as additional functions for controlling and monitoring certain BLANCO appliances, an overview of previous orders and simplified reordering of accessories. Separate [terms of use](#) apply to the BLANCO user account.
- 2.2 The presentation of the goods in the BLANCO Online Shop constitutes a legally binding sales offer on our part. By clicking on the "Complete Purchase" button, you place a binding order for the goods listed on the order page. The contract of sale is concluded upon receipt of your order in our system, subject to verification of the compatibility of the contract with any economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced by the European Union, the United Nations Security Council, the Federal Republic of Germany or the country in which the customer is domiciled. We set out further terms on how you can place an order online within the Appendix at the end of these terms. Confirmation of receipt of the order will be sent by automated e-mail.
- 2.3 As an exception to the process above, if you have selected a payment method when placing your order where you confirm the payment instruction to the relevant payment service provider during the ordering process (e.g., "PayPal"), the contract is already concluded, subject to verification of the compatibility of the contract with any economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced by the European Union, the United Nations Security Council, the Federal Republic of Germany or the country in which the customer is domiciled, with the successful confirmation of this payment instruction to the respective payment service provider and clicking on the "Complete Purchase" button.
- 2.4 As an alternative to ordering online, you can also order from us by telephone. In this case, we will send you an automated email confirming receipt of your order once we have received it by telephone. The contract of sale is concluded, subject to verification of the compatibility of the contract with any economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced by the

European Union, the United Nations Security Council, the Federal Republic of Germany or the country in which the customer is domiciled, upon receipt of your order and successful payment via the payment link.

3. Prices and shipping costs

- 3.1 The prices stated on the product pages of the online shop include VAT and other price components, but do not include shipping costs and deposits, if applicable.
- 3.2 Shipping costs can be viewed by clicking on the shipping costs link in the footer of the online store. The deposit amount can be viewed on the product page of the product for which a deposit is required. Both, shipping costs and deposits, are also displayed in the checkout page.
- 3.3 Discounts, bonuses, bonus vouchers and other price-related special promotions offered and/or advertised separately by us may not be combined in respect of the same purchase and some of these may not apply to all goods.

4. Delivery

- 4.1 Delivery will take place at the address specified by you when you placed your order with us. We do not deliver to any addresses outside of the UK. During the online checkout process, you will be given available delivery options to choose from, if available.
- 4.2 The estimated delivery time for goods that can be sent by parcel post is up to 5 working days (Mon-Fri, excluding public holidays and 24th and 31st December) from you receiving confirmation by us of your order, unless otherwise stated in the specific offer text. For items marked "not in stock", we will provide a delivery time upon individual request. To find out whether we have the item in stock, please refer to the respective goods description.
- 4.3 If the ordered product is not available, due to circumstances beyond our reasonable control for example where we are not supplied with this product or the preliminary products required for its manufacture by our suppliers through no fault of our own, or where there has been a change in law and we need to stop selling certain products, or because the product is out of stock, we may cancel your order. If this happens, we will inform you of this by email promptly after we discover the unavailability, cancel your order and refund any payments already made.
- 4.4 If you are a "consumer" (see section 1.4), we will bear the risk in the goods during the shipping of the goods to you. Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the risk in the goods passes to you and the goods are classed as having been 'delivered'. This means that you are responsible for the goods,

and we are not liable to you if the goods are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the goods are faulty or misdescribed.

- 4.5 If you are a 'business customer' (see section 1.5), the risk in the goods passes to you once the goods are ready for dispatch. The shipment of the goods is at your risk.
- 4.6 The customer shall not, directly or indirectly, resell, export or re-export the goods in violation of any economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced by the European Union, the United Nations Security Council, the Federal Republic of Germany or the country in which the customer is domiciled. The customer shall make all reasonable efforts to ensure that the purpose of sentence (1) of this clause 4.6 is not frustrated by other direct trading partners of the customer. The customer shall inform BLANCO immediately if compliance with the obligations in sentences (1) and (2) of this clause 4.6 is not possible.

5. Terms of payment and retention of title

- 5.1 For online orders:
Payment can be made by credit card (Visa or MasterCard), PayPal, Google Pay or Apple Pay.
- 5.2 Credit card payments will be debited immediately after the order has been sent.
- 5.3 If you pay by PayPal, your PayPal account will be debited when we receive your order. During the ordering process you will be directed to the PayPal website. In order to be able to pay the invoice amount via PayPal, you must be registered there or register first and confirm the payment instruction to us. After you have placed your order in the shop, we will ask PayPal to initiate the payment transaction. The payment will then be processed automatically by PayPal. You will receive further information during the ordering process and [here](#) directly from PayPal.
- 5.4 In order to pay the purchase price using Apple Pay, you must (1) use an Apple device, (2) be registered as a user with Apple, (3) have the Apple Pay feature enabled, (4) authenticate with Apple using your credentials, and (5) instruct Apple to pay us in accordance with Apple Pay's terms of use. The payment will be processed immediately after you place your order. You will be given further instructions during the checkout process. You can find more information [here](#).
- 5.5 If you choose to pay the purchase price using Google Pay, you must (1) be registered with the service provider Google, (2) have activated the Google Pay function, (3) authenticate yourself with your credentials at Google, and

(4) instruct us to make the payment there in accordance with the Google Pay terms of use. The payment transaction will take place immediately after you place your order. You will be given further instructions during the checkout process. You can find more information [here](#).

5.6 For orders placed by telephone or fax:

If you order by telephone or fax as an alternative to the online ordering process, we will create your online shopping basket and you will receive a payment link with the automated email confirming receipt. This payment option is provided to you by Deutsche Bank AG, Taunusanlage 12, 60325 Frankfurt a.M. as a payment service provider. Clicking on this payment link will take you to a website where you can select your preferred payment method and pay for your order. Further information will be provided during the payment process.

5.7 The goods shall remain our property until payment has been made to us in full and the goods have been picked and packed and are ready for delivery.

5.8 If you cancel the contract with us or otherwise return the goods back to us, the goods shall become our property when we receive these back.

6. Right of cancellation

This section 6 only applies to you if you are a "consumer" (see section 1.4).

6.1 You have the right to cancel an order within (14) fourteen days without giving any reason. The cancellation period begins when the contract is entered into and ends fourteen days from the day on which you or a third party named by you, who is not the carrier appointed by us, took physical possession of the goods, unless the goods are exempt from cancellation, see section 7.4. Where multiple goods are ordered in one order but some goods are delivered on different days, the cancellation period ends at the end of 14 days after the day on which the last of the goods came into yours or your appointed third party's physical possession.

6.2 In order to exercise the right of cancellation, you must notify us (BLANCO direct GmbH, Flehinger Str. 59, 75038 Oberderdingen, Phone: 01923 635200, fax: 01923 854181, e-mail: shop@blanco.co.uk) of your decision to cancel the order by means of a clear statement (e.g., by letter, fax or e-mail). You may, but are not obliged to, use the sample cancellation form contained within the Appendix at the end of these terms. To help us process your cancellation more quickly, please have your order number ready or include it in the email, fax or cancellation form you send to us.

6.3 To meet the cancellation deadline, it is sufficient that you send your notice of cancellation before the end of the cancellation period.

7. Consequences of the cancellation

This section 7 only applies to you if you are a "consumer" (see section 1.4)

- 7.1 If you cancel the order within the cancellation period, we will reimburse you for all payments received from you, including the basic cost of delivery (excluding any additional costs incurred as a result of your choosing a method of delivery other than the cheapest standard method of delivery offered by us). We will issue the refund no later than 14 days after the day we receive the goods back from you, or if earlier, fourteen days after the day you provide us with evidence that you have sent the goods back. We strongly recommend that you get proof of postage. If you cancel the order before the goods have been dispatched, we will issue the refund no later than 14 days from the date on which you notified us of your decision to cancel the contract.
- 7.2 You must return the goods to us at BLANCO direct GmbH, Professional Fulfillment Ltd c/o Alaiko , Unit 1, G- Park, Tongwell St, Milton Keynes, MK15 0YS, United Kingdom without delay and in any event within (14) fourteen days of telling us that you want to cancel your order.
- 7.3 For the refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you, and under no circumstances will you be charged any fees for this refund.
- 7.4 The right of cancellation set out in section 6 does not apply to the delivery of goods:
- which cannot be returned for health or hygiene reasons, if their seal has been removed after delivery;
 - which, by reason of their nature, have been inseparably mixed with other goods after delivery;
 - for the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery; or
 - which are bespoke or personalised goods.
- 7.5 Goods must be returned to us in a new and unused condition. Please avoid damage or contamination. If possible, please return the goods in their original packaging with all accessories and packaging components. If necessary, use protective outer packaging. If you no longer have the original packaging, please use suitable packaging to ensure adequate protection against transport damage in order to avoid claims for damages due to defective packaging. Please note that the modalities mentioned in this section 7.5 are not a requirement for the effective exercise of the right of cancellation. We may make a deduction from the refund amount if you have handled the goods in a way that has diminished the value of the product, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the goods. You are responsible for the goods while they are in your possession.

7.6 Unless your goods are faulty or misdescribed, you are responsible for the direct cost of returning the goods to us. However, if the goods were delivered to you free of charge, you may request a return label from us so that the return is at our expense.

8. Additional right of return

We offer all our customers, whether they are consumers (see section 1.4) or business customers (see section 1.5), an additional right of return of (14) fourteen days from delivery of the goods. You must return the goods to us within (14) fourteen days of delivery. To comply with the time limit, it is sufficient to send the goods in good time (for goods that cannot be sent by parcel post, it is sufficient to send a written request for return by e-mail, fax or post to our customer service). You will be responsible for the direct cost of returning the goods if you were charged a delivery charge for the original delivery of the goods to you (see the invoice you received from us). However, if the goods were delivered to you free of charge, you may request a return label from us so that the return is at our expense. Goods without or with damaged original packaging as well as custom-made goods are excluded from the right of return. If you are a Consumer (see section 1.4) your other statutory rights remain unaffected by this additional right of return.

9. Consumer rights

This section 9 only applies to you if you are a "consumer" (see section 1.4)

9.1 The goods that we provide to you must be as described, fit for purpose and of satisfactory quality. We are under a legal duty to supply goods that are in conformity with our contract with you.

9.2 During the expected lifespan of your goods, you are entitled to the following:

- **Up to 30 days:** If your goods are faulty, you can get refund.
- **Up to six months:** If your goods are faulty and the item cannot be repaired or replaced by us, then you are entitled to a full refund in most cases.
- **Up to six years:** If your goods are faulty and does not last a reasonable length of time, you may be entitled to some money back.

9.3 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in section 6 above. For more detailed information on your rights, please visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.

9.4 If your goods are faulty or misdescribed, please contact us as soon using the contract methods set out in the Appendix as reasonably possible.

10 Business customer warranty

This Section 10 only applies to you if you are a "business customer " (see section 1.5).

10.1 We warrant that the goods will, for a period of twelve months from the date of delivery (**Warranty Period**):

- conform in all material respects to their goods descriptions on the BLANCO online site or otherwise provided to you by us;
- be free from material defects in design, material and workmanship; and
- be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

10.2 As your sole and exclusive remedy under the warranty at section 10.1, we will (at our option) replace or refund any goods that do not comply with section 10.1, provided that:

- you notify us (via the contact methods set out in the Appendix) within the Warranty Period in the case of latent defects, or in the case of visible defects within one week from delivery of the goods;
- you provide us with sufficient information as to the nature and extent of the defects;
- you give us a reasonable opportunity to examine the defective goods; and
- subject to section 10.3 below, you return the defective goods to us at your expense.

10.3 If the goods were delivered to you free of charge, you may request a return label from us so that the return is at our expense.

10.4 Except as set out in this section 10, we give no warranties and make no representations in relation to the goods, and all warranties and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

11. Description of goods and use restrictions

11.1 Descriptions of our goods are set out on the Blanco online site.

11.2 Please read the goods description carefully. Pictures and images of the goods or their packaging on our site are for illustration purposes only. Your goods and their packaging may vary slightly from those pictures or images.

11.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of the goods supplied to you. The colours of the goods displayed on our site may vary depending on what device you are using and your settings.

11.5 If you are a consumer, you must use our goods only for domestic and personal use. You must not use our goods for commercial, business or resale purposes.

12. Events beyond our control

12.1 We are not liable to you if we fail to comply with these General Terms and Conditions because of circumstances beyond our reasonable control.

12.2 If our supply of the goods is delayed because of circumstances beyond our reasonable control we will contact you as soon as reasonably possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

13. Our liability to consumers

This section 13 only applies to you if you are a consumer (see section 1.4).

13.1 If we breach these General Terms and Conditions or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

13.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

13.3 Nothing in these General Terms and Conditions excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

14. Our liability to business customers

This section 14 only applies to you if you are a business customer (see section 1.5).

14.1 Subject to the below, our liability under or in connection with these General Terms and Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed an amount equal to 125% of the total price paid for the affected(s) goods.

14.2 We will not be liable to you under or in connection with these General Terms and Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or

misrepresentation) for consequential, indirect or special losses, or any of the following (whether direct or indirect): (i) loss of profit; (ii) loss of opportunity; (iii) loss of savings, discount or rebate (whether actual or anticipated); (iv) loss of contracts; or (v) harm to reputation or loss of goodwill.

14.3 Nothing in these General Terms and Conditions will limit or exclude our liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded or limited by law.

15. Your privacy and personal information

15.1 Our privacy policy is available [here](#).

15.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

16. Complaints

If you are unhappy with us or the goods you ordered, please contact us as soon as possible using the contact methods set out in the Appendix. We will do our best to resolve any problems you have with us or our goods.

If your complaint cannot be resolved by us or you are unhappy with the outcome, you may want to submit your complaint to the Centre for Effective Dispute Resolution (CEDR) by going to <http://www.cedr.com/idrs>. CEDR is the alternative dispute resolution (ADR) provider and is approved by the government to provide ADR services. ADR is a process for resolving disputes that does not involve going to court. If you do not wish to use ADR, you can still bring court proceedings.

17. General Terms

17.1 If any provision of these General Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these General Terms and Conditions will not be affected.

17.2 If you breach these General Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

17.3 Unless otherwise agreed to by us in writing, if you are a business customer, you and we both agree that these General Terms and Conditions constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these General Terms and Conditions in reliance on any representation or warranty that is not expressly set out in these General Terms and Conditions and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these General Terms and Conditions.

18. Governing Law and jurisdiction

18.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

18.2 If you are a business customer, these General Terms and Conditions and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

Appendix

Online shop customer information

Customer service

If you have any questions, complaints or objections, please contact our customer service team Mon-Fri 09:00 – 14:30 (CET) by telephone on 01923 635200 or by fax on 01923 854181. You can also email your enquiry to shop@blanco.co.uk

Online order process

You submit a binding offer to purchase (“order”) to us by placing an item in the desired quantity and characteristics in the virtual shopping basket and placing the order there. Your order is placed in the following steps:

First, add the desired goods to your shopping cart by clicking the “ADD TO CART” button on the respective item detail page. Immediately afterwards you will be asked whether you want to “CONTINUE SHOPPING” or “GO TO CART”. By clicking “GO TO CART” you will be taken directly to your shopping basket. You can also move your mouse over the virtual shopping bag and click either the “GO TO CHECKOUT” or “GO TO CART” button. By clicking on the “GO TO CART” button, you will be redirected to your shopping basket. There you can view your selected goods and, if necessary, change the quantity or remove the goods completely by clicking on “Remove item”. If you now wish to purchase the goods, click on the “GO TO CHECKOUT” button. You can enter your details on the next page. Mandatory fields are marked with an asterisk (*). If you are not registered with us, you can either create a user account or place your order as a guest. You can select a different delivery address and/or billing address by ticking the box next to “Deliver to a different address” or “Use a different billing address”. Once you have entered your details, click on “NEXT”. You will now need to select a payment method. You do this by ticking the box next to the payment method you wish to use. Once you have chosen a payment method, please click “NEXT”. This will take you to the overview page. Here you can review all the details of your order and make any necessary changes including correcting any errors. You can make any changes you wish by clicking on “CHANGE”. Please check your order carefully and correct any errors before you submit it to us. Your order is only binding when you click on the “COMPLETE PURCHASE” button. By placing an order you are under an obligation to pay.

You can cancel the order process at any time by closing your browser or leaving our online store or website until you click the “COMPLETE PURCHASE” button.

Contractual text

The text of the contract is stored on our internal systems. You can view the terms and conditions at any time on this page. The order details and terms and conditions will be sent to you by email. If you are a registered customer, you can view your previous orders from at least the last 24 months in your user account.

Contractual language

These General Terms and Conditions are only available in English.

Sample cancellation form

If you wish to cancel the contract, you can complete this form and return it to us.

- To: BLANCO direct GmbH, Flehinger Str. 59, 75038 Oberderdingen, Fax: +49 (0)7045 44 81 574, E-Mail: shop@blanco.de

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)
- ordered on (*)/received on (*)
- Name of consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for paper notifications)
- Date (*)

(*) Delete as appropriate.