Terms and Conditions (T&Cs)

Terms and Conditions for the offer, use, and transaction processing at www.flaconi.ie as well as all subdomains belonging to this domain.

1. General Provisions

1.1 The contracting party for all orders placed via the online store at the aforementioned domain is:

Flaconi GmbH

Managing Directors: Bastian Siebers (Chairman), Alexandra Szarmach, Henry Brodski

Franklinstraße 15a 10587 Berlin
Germany

(hereinafter: "flaconi")

1.2 The domain and the flaconi Shopping App (hereinafter collectively “Online Store”) are operated by flaconi.

1.3 Transactions and deliveries are conducted exclusively in accordance with these Terms and Conditions. Any conflicting or deviating terms and conditions shall not apply. The processing of personal data is governed by a separate privacy policy, which is available here .

1.4 Definitions

(1) "Customers" within the meaning of these Terms and Conditions are consumers.

(2) "Consumers" within the meaning of these Terms and Conditions are natural persons for whom the purpose of the transaction cannot be attributed to a commercial, self-employed, or freelance activity.

1.5 You can view our Terms and Conditions at www.flaconi.ie under "Terms and Conditions."

1.6 Alternative Dispute Resolution

Please note that we are neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board or other alternative dispute resolution body. You are also not obligated to use alternative dispute resolution.

1.7 Contact Regarding Trademark, Competition, and Copyright Law, as well as the Digital Services Act

If you believe that we are infringing on trademark rights or competition law, or that content on our website violates copyrights, the Digital Services Act (DSA), or neighboring rights, or if you, as a customer or government agency, have a legal question regarding our company and/or website, please use our email address service@flaconi.ie or our mailing address: Flaconi GmbH, Franklinstr. 15a, 10587 Berlin.

2. Registration

2.1 By registering and agreeing to these Terms and Conditions, the Privacy Policy, and a credit check, you may create a customer account with flaconi. You must be at least 18 years old to do so. There is no entitlement to a customer account with flaconi.

We reserve the right to refuse, suspend, or terminate any customer account at any time without prior notice if we have reasonable grounds to believe that the account is being used in breach of applicable laws, these Terms and Conditions or any policies on this website.

2.2 You are obligated to keep your registration data up to date at all times and to update it in the event of changes (e.g., moving, marriage, etc.). You are responsible for providing truthful and complete information when entering your personal data as required for registration. You are obligated to treat your personal login credentials confidentially and not to make them accessible to any unauthorized third party.

2.3 During registration, you provide your name, address, and a password. The password must be kept confidential and must be sufficiently complex. Confirmation of registration follows immediately after submission of the registration form.

2.4 Your customer account is non-transferable and may only be used by you personally. Re-registration after termination of your customer account by flaconi is prohibited.

2.5 We are not obligated to accept a registration or an order from a registered customer. We are also not obligated to keep our offer permanently available. Orders that have already been confirmed remain unaffected by this.

2.6 You have the option to submit ratings and customer reviews for individual products. Your customer review will be displayed alongside the specific product and will show your first name, your city, and the date the review was written. Your email address will not be displayed. You are solely responsible for all content you post. Content you post must not infringe upon the rights of third parties or violate any legal provisions. The publication of links in the comments is prohibited. You have no right to the storage or publication of the content you post. There is no editorial review or verification of the customer reviews you submit. You are

obligated to refrain from any disruption of the websites or any use of the accessible data beyond the intended use within the respective platform. Manipulations aimed at obtaining unauthorized payments or other advantages to our detriment may, in addition to legal consequences, lead in particular to the loss of your member account and your right to use the platform.

2.7 Your customer account entitles you exclusively to use our online store for your own non-commercial purposes. For the avoidance of doubt, you are prohibited from using flaconi for your own commercial purposes.

2.8 You are not permitted to maintain multiple customer accounts simultaneously. We reserve the right to delete multiple registrations and to issue warnings to or terminate customers who violate the aforementioned provisions, or to delete or modify content.

2.9 In your password-protected customer account, you can view your orders and the status of your current orders, as well as manage your address information, payment details, and newsletter settings. You can also create and manage a wish list.

2.10 If a wish list is saved in your customer account, its contents may be used by flaconi for marketing campaigns. In this case, flaconi may view the products saved on the wish list. The link between the wish list and the associated customer account is identifiable. This information is not forwarded by flaconi to third parties or used for any other external purposes.

3. Conclusion of Contract

3.1 The online store is available in English. The offerings in the online store are intended exclusively for natural persons of legal age.

3.2 All product offers presented by us—including but not limited to price information—are subject to change and constitute merely non-binding invitations to the customer to submit a purchase offer.

3.3 Orders for goods may only be placed in quantities customary for household use. This means that a maximum of three (3) items of a single product may be added to the shopping cart. The maximum number of items in a shopping cart per order is 20. For orders of gift certificates, the terms and conditions agreed upon at the time of purchase apply. Repeated orders intended to circumvent these requirements are not permitted.

3.4 The selected goods or gift certificates are collected in the shopping cart. After entering the payment and shipping information, you submit a binding purchase offer for the items in the shopping cart by clicking the "Buy Now" button. Before submitting the order, you have the opportunity to verify the accuracy of your information and correct it if necessary. We will confirm receipt of the order immediately after you submit it via an automatic order confirmation email. However, this email does not yet constitute a binding acceptance of the

offer; it is merely intended to inform you that the order was transmitted successfully.

3.5 A binding contract is only formed upon shipment of the goods or the gift certificate. You will be informed of the shipment via a separate shipping confirmation email. You can view your current orders in your customer account.

3.6 For orders paid in advance, the ordered goods will be shipped only after the full amount has been credited to our account.

3.7 Purchases for the purpose of commercial resale are not permitted. Any commercial resale of the purchased goods or gift certificates without obtaining prior consent from us or the manufacturer is prohibited. In the event of a violation of this provision, we reserve the right to exclude you from purchasing our goods in the future.

3.8 The contract text is not stored with the orders.

3.9 We reserve the right to cancel any order if we suspect fraudulent activity, if the payment cannot be verified, if the goods are unavailable, if there are pricing errors, or if the order otherwise violates these Terms and Conditions. In the event of cancellation, we will notify you promptly and refund any amounts already paid.

4. Availability, Prices

4.1 We are not obligated to keep the offer permanently available. We assume no procurement risk, even in the case of a sales contract for generic goods. The scope of our delivery obligation is limited to the goods currently in stock.

4.2 The product range may differ in color and design from the images in the online shop.

4.3 The prices listed in the online shop at the time of the order apply. The prices listed are final prices, meaning they include any applicable taxes and other price components. Should price information, despite all efforts, be incorrect in individual cases, we will immediately notify you of the incorrect listing and offer you the option to decide whether you wish to proceed with the order at the corrected price or withdraw your offer. If you have not made a decision within 7 business days, we will cancel the order and inform you of this via email.

4.4 If the goods are unavailable or significant delivery delays are foreseeable, any advance payments will be refunded to you. In this case, you will be informed of the delivery difficulties via email.

5. Payment, Delivery

5.1 We generally offer the following payment methods: Credit card, Direct debit, Google pay, Apple pay, PayPal, and Klarna. You may choose your preferred payment method for each order.

5.2 If you use the payment system of an external service provider such as PayPal, Klarna, or similar, you must comply with their terms and conditions.

5.3 We accept payments only from accounts within the European Union. We do not cover the costs of any money transfer under any circumstances.

5.4 We ship goods exclusively to addresses in Ireland. Shipping costs for delivery to Ireland are €4.95 via Anpost. Shipping via Anpost is free for orders totaling €30.00 or more. Gift certificates are sent exclusively by email.

5.5 The risk of accidental loss and accidental deterioration of the goods passes to the buyer in the case of mail-order sales upon handover of the goods to the buyer, one of the buyer's immediate neighbors, or a recipient designated by the buyer, regardless of whether the shipment is insured or not. Otherwise, the risk of accidental loss and accidental deterioration of the goods passes to the buyer upon handover; in the case of mail-order sales, upon delivery of the goods to the carrier or to any other person or entity designated to carry out the shipment.

5.6 We are entitled to make partial deliveries if this is reasonable for the customer. We are not obligated to make partial deliveries.

5.7 In the event of circumstances affecting delivery due to force majeure, our delivery time shall be extended accordingly. Force majeure includes strikes, lockouts, failure of subcontractors to deliver, government intervention, natural disasters, pandemics, epidemics, acts of terrorism, civil unrest, war, supply chain disruptions, and all other impediments that, viewed objectively, were not culpably caused by us. We will notify you of the start and end of such impediments.
If, in the aforementioned cases, the impediment persists for a period exceeding 4 weeks beyond the originally applicable delivery times, you are entitled to withdraw from the contract. No further claims, in particular for damages, shall exist.

5.8 If you exercise your right of withdrawal, we will cover the standard costs of the return shipment for you.

6. Statutory Right of Withdrawal

You are entitled to the statutory right of withdrawal described in more detail below.

Cancellation Policy

Start of the Cancellation Policy

6.1 Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, took possession of the goods, provided that you ordered one or more items as part of a single order and the item(s) are delivered together. If you have ordered multiple items as part of a single order and the items are delivered separately, the withdrawal period does not begin until you or a third party designated by you, who is not the carrier, have taken possession of the last item or the last partial shipment or the last piece.

To exercise your right of withdrawal, you must notify us

Flaconi GmbH
Franklinstraße 15a
10587 Berlin
Germany
service@flaconi.ie
+49 30 - 920 363 63

by means of a clear statement (e.g., a letter sent by mail, fax, or email) regarding your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, though this is not required.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

You can find the model withdrawal form here.

6.2 Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), without undue delay and no later than fourteen days from the day on which we received

notice of your withdrawal from this contract. For this refund, we will use the same payment method you used for the original transaction, unless we have expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund.

We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever comes first.

You must return or hand over the goods to us at the address listed above within fourteen days of the day on which you notify us of your withdrawal from this contract. The deadline is met if you send the goods before the fourteen-day period expires. We will cover the costs of returning the goods.

You are only liable for any loss in value of the goods if this loss in value is attributable to handling of the goods that goes beyond what is necessary to check their condition, properties, and functionality.

6.3 Cancellation of the flaconi Advent Calendar

Notwithstanding Section 6.1 of our Terms and Conditions, the following special provision applies to orders of the flaconi Advent calendar:

The flaconi Advent calendar contains goods that are not suitable for return for reasons of health protection and hygiene. For these reasons, your right of withdrawal pursuant to Section 6.1 of our Terms and Conditions expires if the seal has been removed or damaged after delivery.

Our voluntarily granted extended return policy does not apply to the purchase of a flaconi Advent calendar. Notwithstanding this, your statutory rights, including your statutory warranty rights, remain in full force.

End of the Cancellation Policy

7. Retention of Title

The goods remain our property until full payment has been made.

8. Warranty Rights

8.1 Statutory warranty rights apply to all goods from our shop. If the goods we deliver are defective or are as not as described, you may, within the scope of statutory provisions and statutory time limits, choose to request either the repair or the replacement of the defective goods (subsequent performance). If the subsequent performance fails, you may reduce the purchase price or, in the case of a significant defect, withdraw from the contract. If subsequent performance is not possible for us, you are entitled to withdraw from the contract and request a refund of the purchase price.

8.2 Warranty commitments made by the manufacturers of the products we sell give rise exclusively to claims against the manufacturer as the warrantor. The statutory warranty claims against us as the seller remain unaffected by this.

9. Promotional Coupons

Promotional vouchers are vouchers that we issue as part of advertising campaigns with a specific validity period. Promotional vouchers cannot be purchased. Promotional vouchers are valid only for www.flaconi.ie and only during the specified period. We may exclude certain brands or items from the voucher promotion. Promotional vouchers can only be redeemed once during a single order process.
The value of the goods must be at least equal to the amount of the promotional voucher. For administrative reasons, a refund of any remaining balance is not possible. You can only redeem a promotional voucher before completing an order. A subsequent deduction is not possible. We do not pay out the credit of a promotional voucher in cash, nor does it accrue interest. If the credit of a promotional voucher is insufficient for the order, the difference can be settled using the available payment options. The promotional voucher will not be refunded if goods are returned in whole or in part, provided that the promotional voucher was issued as part of a promotional campaign and no consideration was provided in exchange. You are not entitled to transfer promotional vouchers to third parties. You are not entitled to combine multiple promotional vouchers.

10. Liability

10.1 We, our legal representatives, and our vicarious agents shall be liable for damages other than those resulting from injury to life, limb, or health only to the extent that such damages are attributable to intentional or grossly negligent conduct on our part or to a culpable breach of a material contractual obligation by us or our vicarious agents. An obligation is considered material to the contract if its fulfillment is a prerequisite for the proper performance of the contract and on whose compliance you may reasonably rely. Any liability for damages beyond this is excluded. Claims arising from a warranty given by us regarding the quality of the goods and our liability under product liability law remain unaffected by this. In the event of a breach of material contractual obligations, flaconi shall be liable only for foreseeable damages typical for this type of contract if such damages were caused by negligence, unless the claims for damages arise from injury to life, limb, or health.

10.2 Given the current state of technology, error-free data communication via the Internet and/or its availability at all times cannot be guaranteed. We therefore assume no liability for the availability of the website at www.flaconi.ie at all times, nor for any losses resulting from service interruptions, system failures, cyberattacks, or other technical issues beyond our reasonable control. We may suspend, restrict, or discontinue access to the online store at any time for maintenance, security, or operational reasons without prior notice and without liability.

10.3 We shall not be liable for any content, products, or services offered by third parties accessible through links on our website. Any interactions with third-party websites or services are governed solely by the terms and policies of those third parties, and we assume no responsibility for their actions, content, or practices.

10.4 flaconi accepts no liability for inaccuracies or misstatements about products by manufacturers or other third parties. This does not affect your statutory rights.

10.5 We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products sent to you within a reasonable time.

11. Set-off / Right of Retention

You are only entitled to set-off if your counterclaims have been legally established or acknowledged by flaconi. Furthermore, you are only authorized to exercise a right of retention to the extent that your counterclaim is based on the same contractual relationship.

12. Copyright, Trademark, and Database Rights

Please note that the content of the online shop, in particular the photographs, images, and descriptions, is largely protected by copyright or trademark law. Any use of the content beyond searching or shopping in the online shop may infringe upon the rights of third parties or the rights of flaconi and result in legal consequences, such as injunctive relief and claims for damages.

Furthermore, please note that you are prohibited from systematically extracting and/or reusing the aforementioned content of the online shop, other information located on the flaconi website, or other parts of the website without the express written consent of flaconi. In particular, you may not use data mining, robots, or similar data collection and extraction programs to extract content from the online shop, other information located on the flaconi website, or other essential parts of our website for reuse. Furthermore, please note that without our express written consent, you may not create and/or publish your own database containing content from the online shop, other
information on the flaconi website, or other parts of the website (e.g., our prices and product information).

You agree not to use any automated systems, including but not limited to bots, spiders, scrapers, or other automated means, to access, monitor, or copy any content from our online store for any purpose without our prior written consent. Any unauthorized use of automated systems is strictly prohibited and may result in legal action.

13. Governing Law

The legal relationship between you and flaconi is governed by the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply. The same applies to any other international agreements, even after their incorporation into German law. In contracts with consumers, this choice of law applies only to the extent that the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence is not withdrawn.

14. Place of Jurisdiction

With merchants, legal entities under public law, or special funds under public law, the registered office of flaconi (Berlin) is agreed as the exclusive place of jurisdiction. We are also entitled to bring an action at the customer's place of business.

15. Amendment of the Terms and Conditions

We are entitled to unilaterally amend these Terms and Conditions—to the extent they are incorporated into the contractual relationship with the customer—to the extent necessary to remedy subsequent imbalances, to adapt to changed legal or technical conditions, to introduce new products or services, to address security concerns, or to reflect changes in our business operations. We will inform you of the relevant amendment by notifying you of the content of the amended provisions at least 30 days before the amendment takes effect. The amendment shall become part of the contract unless you object to its inclusion in the contractual relationship in writing
or text form.

16. Severability Clause

If any provision of this contract is or becomes invalid, the validity of the remainder of the contract shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provision. The same applies in the event of a loophole.

17. Data Protection

17.1 The processing of your personal data is governed by our Privacy Policy, available on our website. By using the online store and placing orders, you acknowledge that you have read and understood our Privacy Policy

As of: July 2026