

TERMS OF SALE FOR PRODUCTS PURCHASED THROUGH THE CHECKOUT

Last updated: 21 October 2021

GLOBAL-E NL B.V. (a Dutch company referred to as "Global-e", "we", "our" or "us"), having its registered office at Krijn Taconiskade 430 1087 HW Amsterdam, the Netherlands, is the sales facilitation and fulfilment partner of Marc O'Polo operating the e-commerce website ("**Website**"), where the products were made available to you for purchase through the Website and delivery to you ("**Merchandise**"). Marc O'Polo has an agreement with Global-e allowing Global-e to act, as the merchant of record, in Global-e's own name and on the behalf of Marc O'Polo.

By visiting the checkout (or similar) facility, operated by Global-e and residing on the Website ("**Checkout**"), placing an Order through the Website and the Checkout, you confirm that you have read, understood and agreed to the Terms of Sale and the [Privacy Notice](#) (together, "**Terms**") in their entirety and you agree to be bound by them. If you do not agree to these Terms, please do not order any product or service through the Website and the Checkout. These Terms define your legal relationship with Global-e regarding the Checkout and the placement of Orders for purchase of Merchandise. By ordering Merchandise through the Website you do not enter into a contractual relationship with Marc O'Polo.

Please print or save these Terms for future use as there is no warranty that they will remain accessible in future.

"Consumer" in these Terms means an individual acting for purposes which are wholly outside that individual's trade, business, craft or profession.

If you are in the United Kingdom, you can get advice about your legal rights from your local Trading Standards office or Citizens' Advice Bureau. For detailed information please visit www.adviceguide.org.uk.

Residents of the European Union may visit http://europa.eu/youreurope/citizens/consumers/index_en.htm for additional information.

If a non-English language version of these Terms was posted or provided, you agree that the translation is provided for convenience only and that the English language version will govern your use of the services or the Checkout

We operate in the following countries for Marc O'Polo:

Country	Website	Estimated Delivery time
Denmark	www.marc-o-polo.com/en-dk	4-6 working days 3-4 working days Express
Greece	www.marc-o-polo.com/en-gr	7-10 working days 3-4 working days Express
Portugal	www.marc-o-polo.com/en-pt	5-6 working days 3-5 working days Express
Norway	www.marc-o-polo.com/en-no	5-7 working days 3-5 working days Express
Iceland	www.marc-o-polo.com/en-is	3-4 working days Express
Croatia	www.marc-o-polo.com/en-hr	3-4 working days Express
Serbia	www.marc-o-polo.com/en-rs	3-4 working days Express
United States	www.marc-o-polo.com/en-us	3-7 working days Express
Canada	www.marc-o-polo.com/en-ca	4-7 working days Express
Turkey	www.marc-o-polo.com/en-tr	3-5 working days Express

United Arab Emirates	www.marc-o-polo.com/en-ae	4-5 working days Express
Israel	www.marc-o-polo.com/en-il	3-10 working days Express
Qatar	www.marc-o-polo.com/en-qa	5-6 working days Express
New Zealand	www.marc-o-polo.com/en-nz	5-8 working days Express
India	www.marc-o-polo.com/en-in	5-10 working days Express
Singapore	www.marc-o-polo.com/en-sg	4-5 working days Express
Japan	www.marc-o-polo.com/en-jp	5-6 working days Express
Hong Kong	www.marc-o-polo.com/en-hk	4-5 working days Express

GENERAL

We are happy that you found what you were looking for. Now that you have decided to purchase those items, any such purchases on the website and any other associated mobile or digital applications shall be made through the Global-e Checkout facility, and from, Global-e as the seller.

You buy the Products in your local currency and at a price that normally includes any applicable sales taxes (such as Value Added Tax), plus international delivery costs and fees ("**Delivery Costs**") and, if available for pre-payment, any import duties, tariffs and similar fees that may be imposed by the delivery destination ("**Import Charges**"). Without advanced notice and from time to time and in select territories, Delivery Costs and/or Import Charges could be covered, partially or fully. The Website will provide details about such offers before completing and placing the Order. If you have elected not to pre-pay Import Charges, please be aware that the carrier or the broker of your choice may impose fees which cannot be calculated and/or estimated at the time of Checkout.

Orders placed via the Checkout are solely reserved for Consumers, as defined by law and case law precedent, acting exclusively on their own behalf. Any Order which is obviously not a retail sale and, more generally, any Order that is fraudulent or presumed as such, will not be accepted. The volume of a given article delivered to a single consumer or postal address could be limited or restricted at any time. Prior to placing an Order, you represent and warrant that the purchase of the Products has no direct link to commercial activity of any kind and is strictly for personal use only.

characteristics of the Products you are buying, as well as the price, Delivery Costs and (if available for pre-payment) Import Charges, shall be those displayed to you by Global-e at the Checkout. Please make sure you review your checkout page so that you can identify and correct any input errors. You are advised that there may be minor differences between the actual Product and the way that it appears on the Website/Checkout

PERSONAL DATA

Global-e and Marc O'Polo operating the Website have entered into collaboration to be able to offer the Products in your destination or region. Both parties process personal data of the customers as **data controllers** in their own rights. As two separate data controllers neither Global-e nor Marc O'Polo control the processing of your personal data by the other party.

You can read more about the processing of your personal data by Global-e in the privacy policy available [here](#). The privacy policy and additional provisions in these Terms govern the use of your personal data and use of cookies.

Marc O'Polo will also process your personal data to be able to ship the Products ordered by you, to facilitate any Products returns and to be able to provide customer service for you. They may also use your personal data for marketing purposes in accordance with applicable laws and subject to your consent if such is needed.

BROWSING, CHECKOUT AND ACCEPTANCE OF ORDERS

Global-e has an agreement with Marc O'Polo, to make Marc O'Polo's Products available in certain destinations to you for purchase from Global-e through the Checkout. It will be identified on the Checkout whether Import Charges will be included in the price, available for pre-payment by you (if you choose to do so), or not available for prepayment,

all depending on the delivery destination country. . By placing an order via the Checkout ("**Order**"), you acknowledge that the seller is Global-e and not Marc O'Polo, and that upon successful verification by Global-e of your Order and payment information, Global-e will sell the product to you, acting as merchant of record on behalf of Marc O'polo, in accordance with these Terms of Sale. Browsing for Products is done on the Website. You place the Order for selected Products by using the Checkout ordering process. This involves selecting the Products, placing it in the shopping cart / basket operated on the Online Store and transmitting the Order by clicking on the "**PAY AND PLACE ORDER**" button (or similar button) through the Checkout. This process permits you to check and amend any errors before making an Order by using the "back" button.

Please note that Orders can only be placed by Consumers. Therefore, we will not accept Orders placed by companies, associations, independent contractors or any other kind of legal entity.

To place an Order, you must be at least at the age legally required under local law where you are resident to bind yourself legally to these Sales Terms. By placing an Order, you confirm to us that you meet this requirement. The gross value of an Order via the Online Store of any kind whatsoever (the "Order Value") may not be less than mentioned at the list below:

Country	Minimum order values
Denmark	DKK 225
Greece	EUR 29,90
Portugal	EUR 29,90
Norway	NOK 315
Iceland	ISK 4500
Croatia	HRK 225
Serbia	RSD 3600
United States	USD 35
Canada	CAD 45
Turkey	TRY 300
United Arab Emirates	AED 130
Israel	ILS 115
Qatar	QAR 130
New Zealand	NZD 55
India	INR 2600
Singapore	SGD 55
Japan	JPY 4000
Hong Kong	HKD 280

Once you have placed your Order, Global-e will promptly acknowledge your Order by sending you an email which will contain the relevant details of your Order. Please note, this does not constitute Global-e's acceptance of your Order to buy the Products – it only constitutes our acknowledgement of your Order. Global-e does not accept your Order (and therefore makes no commitment to provide you with the Products), and no contract for the sale of such Products shall come into effect, until Global-e specifically accepts your Order and notifies you by email that we dispatched the Products to you ("**Order Confirmation**"). Order confirmation is subject to fraud checks and certain other mandated regulatory checks (such as 'Denied Parties Screening').

If the payment method you selected at Checkout supports an authorisation mechanism (e.g. most credit/debit cards), when you place your Order Global-e will only authorise the applicable amounts, and you will be charged only after

the Products have been dispatched to you. If the payment method you selected does not support authorization mechanism, the charge will be immediate upon placing the Order (or such other timing set by that specific payment method you used, if applicable). Please note that Global-e charges the full Order amount even if the Order is dispatched in parts. Where Paypal/PayPal Express is offered as a payment method, the full amount of your purchase may be taken immediately following the placement of your Order. Pre-Payment shall not affect your legal rights under these Terms (including for example any right of refund). If shipping, delivery or fulfilment obligations cannot be performed (subject to these Terms), you will be notified via email and a refund of the pre-payment will be made without delay.

Appropriate efforts are made to process and fulfil any Order as quickly as possible. However, your Order may be declined in accordance with these Terms, and upon notice to you if: (a) the Merchandise is unavailable (in which case, if the payment was processed, Global-e will refund you in accordance with these Terms); or (b) Global-e is unable to verify the payment information you provided

Global-e may, if it suspects someone's identity, address, email address and/or payment information is being used fraudulently or in an unauthorised manner, also require additional verifications or information before accepting any Order. Global-e may choose not to accept Orders in their sole discretion and notably abnormal Orders, Orders which suspected to be placed not in good faith or Orders which have not been placed by individuals. Global-e is not required to provide a reason for declining to accept any Order, though may do so in their sole discretion. Moreover, an Order may be cancelled (in full or in part) even after the Order Confirmation was dispatched, if we suspect there could be, or actually were such circumstances (on our part or any third party's part) giving rise to a good faith, genuine or honest error, mistake or misunderstanding pursuant to which we would neither have sent the Order Confirmation nor agreed to sell the Products. An Example could be a specious low price for a product otherwise costing significantly more. In the event of such a genuine error, you shall receive a properly detailed notice of cancellation, following which your Order will be automatically cancelled, and you will be refunded the amount you actually paid.

Global-e is under a legal duty to supply Products that are in conformity with the contract. Furthermore, nothing in these Sales Terms affects your legal rights in relation to Products that are not in conformity with the contract, whether because they are faulty, not as described or otherwise.

You are advised that there may be minor differences between the actual Merchandise and the way that it appears on the Website, e.g., in relation to appearance / color / texture / finish. The labelling or packaging of the Merchandise may differ from the images of these which you see on the Website.

Quantity limits may apply in relation to Orders for certain products. Orders exceeding a certain number of authorized products could be refused at any moment in time, without prior notice.

EXCHANGE RATE

Exchange rates may be set and updated regularly, and you acknowledge that such updates may affect Merchandise pricing on the Checkout. You will be charged according to the applicable exchange rate at the time you actually make your Order via the Checkout as displayed on the Checkout.

TITLE; OWNERSHIP OF AND RISK IN MERCHANDISE; IMPORTER OF RECORD

Title to, and ownership of the Merchandise you order shall pass in accordance with these Terms, in the dispatch country before export (where the contract for the sale of Merchandise is concluded).

The title to and ownership of the Merchandise ordered is passed to you the moment the Merchandise is dispatched to you (provided you have made full payment of the Merchandise price plus delivery charges and any other charges payable under these Terms, as applicable).

Risk of damage or loss to the Merchandise passes to you on delivery to you or to somebody identified by you to carry or take possession of the Merchandise on your behalf.

You will be considered the **'importer of record'** of the Merchandise, and Global-e (or someone on its behalf) will only be facilitating the importation on your behalf as your agent. You are responsible for assuring that the product can be lawfully imported to the destination, and you therefore need to comply with all applicable laws, regulations, certifications and rules of the destination into which you import the Merchandise. Please note the standard for using the Merchandise in the destination BEFORE ordering. Merchandise ordered to a territory with different standards cannot be returned for this reason and Global-e accepts no liability for any circumstances which may arise for purchasing an item without the correct standards for your territory.

Please note that documentation such as user manuals, product care and handling instructions and safety warnings may not be in your language; you may not have available manufacturer's or other service options for the Merchandise or parts thereof; the Merchandise (and accompanying materials) may not be designed in accordance with the standards of the destination to which you order, product regulations, specifications or labelled in accordance with the requirements applicable in the destination or in your or the destination language; if the Merchandise are powered, that may not conform to the destination power parameters such as voltage or other electrical standards (for example you may need to use an adapter to charge your product).

You agree that you will not re-export or re-sell any Merchandise purchased by you via the Checkout.

FULFILMENT, HANDLING AND DELIVERY OF ORDERS

You acknowledge and agree that Global-e or one of its third-party fulfilment services providers acting on its behalf, including the retailer (each a **"Fulfilment Provider"**) may handle the delivery and fulfilment of your Order, and that Global-e has sole discretion as to the Fulfilment Provider it chooses to use.

Not all Merchandise can be delivered anywhere (due to limitations imposed on the Merchandise or by the destination) but the Checkout will not permit you to submit your Order if the Merchandise cannot be delivered to your specified address. Delivery will be complete when the Merchandise will be delivered to the address which you specify when ordering (that may include the port of entrance to the destination as specified on the Checkout, in case you have selected not to pre-pay Import Charges).

Estimation of delivery time as well as the delivery option you chose will be given on the Checkout and a tracking number (where available) will be provided in the Order Confirmation. Delivery will be complete when we deliver to the address which you specified when ordering (that may include the port of entrance to the destination country as specified in the Order, in case Import Charges have not been pre-paid or when no option for pre-payment was offered in Checkout).

Different parts of your Order may be delivered on different dates. Unless otherwise stated, and subject to applicable laws, delivery dates given on the Online Store, in these Terms and/or as part of the ordering process are estimates only. Your Order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days after the date of the Order Confirmation, unless you specifically agree to a later date or there are exceptional circumstances. Delivery timeframes are affected by your delivery address and the delivery method selected.

We are unable to specify an exact delivery date and time. We shall not be held responsible for delayed delivery or failure to perform, if the delay or failure is neither due to our fault nor for our account pursuant to the law or generally accepted principles.

Neither Marc O'Polo nor Global-e have liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond their reasonable control and where neither could have taken reasonable steps to deal with the delay. For example, delays resulting from customs clearance procedures or other actions of relevant authorities are generally outside our control, or delays resulting directly from your actions or omissions.

If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to contact the delivery company to arrange re-delivery. If you have selected a delivery method that does not require a delivery to be signed for and nobody is available to receive the Products, we reserve the right to leave them at the doorstep, hall or reception as available at your own risk.

PAYMENT METHODS

You may pay with the payment methods specified at the Checkout. Payment can be made by credit cards identified at the Checkout, Paypal, or such other payment methods (depending on your geographical location). When being charged, the descriptor you will see shall include Global-e identified as 'Global-e' and will substantially look like this: ****Global-e//Marc O'Polo****.

You acknowledge and agree that: (i) you will be charged by Global-e or one of its third party payment processors ("**Payment Processor**"), through the payment method you have selected at Checkout for such Order and such other amounts payable under these Terms that may be due in connection with the Order; (ii) you will provide valid and current information about yourself; (iii) we may use the tools, software or services of Payment Processors to process transactions on our behalf; and (iv) you may be charged bank or credit/debit card issuer with additional fees (such as foreign transaction fee or cross border fee) or surcharges imposed by your bank or credit/debit card issuer, and those are not Global-e or Marc O'Polo charges or fees, and neither have control over this nor do we have any way to mitigate this, as this is purely up to the relationship and commercial terms between you and your bank or credit/debit card issuer, and Global-e also has no way of knowing in advance whether you will be charged such fees or surcharges, as each bank and credit/debit card issuer has its own policy, and Global-e commitment is to acquire the amount set at Checkout in your local currency.

Depending on your geographical location, payment may be routed one of our intra-group affiliated companies, acting as our agent. Payment will be made to such affiliate, which will constitute a payment to us, and will discharge you from your payment obligations in connection with the purchase of the Product from us.

All payments will be subject to security checks. Therefore Global-e may contact you to confirm your Order information and Order details such as proof of address, proof of address in the name of the person indicated for the delivery address etc.

Payment by Invoice with Klarna: In cooperation with Klarna and in certain jurisdictions only, you may be offered the opportunity to purchase goods using Klarna as a payment method. The terms and conditions which will apply to payment by Invoice with Klarna can be found here, noting that German (not English) are the governing and binding language of such terms and conditions. Eligibility for use of the Klarna invoicing payment method will be determined by Klarna in their sole discretion and we accept no liability in respect of your use of Klarna as a payment method. Where you choose to purchase your goods using payment by invoice with Klarna, you will be sharing your personal data with Klarna and the terms of Klarna privacy policy shall apply to their use of your personal information. Global-e (or Marc O'Polo) shall have no responsibility for their use of your personal data.

Global-e will process your payment for the Merchandise. Global-e will take reasonable care to keep the details of your order and payment secure, but (in the absence of material negligence) Global-e cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.

PRICES, SHIPPING AND HANDLING CHARGES, TAXES AND IMPORT CHARGES

The price charged for a Product will be the price in effect at the time the Order is placed on the Checkout and will be set out in the Order Confirmation email. The price of a Product will appear in your local currency. Global-e reserves the right to update prices due to variation of the exchange rates between the base currency and your local currency, and you acknowledge that such updates may affect final pricing of the Product. You will be charged according to the applicable exchange rate at the time you actually make your Order on the Checkout. We may change prices at any time without notice. Price increases will only apply to Orders placed after such changes. Depending on the delivery destination country prices for the Product(s) may include VAT or other applicable taxes plus charges for shipping and, if available for pre-payment, Import Charges.

For certain delivery destinations and/or Merchandise, you may be offered the option to pre-pay applicable Import Charges, which will then be calculated and added or included in the final price when you place the Order. In certain cases, the price of the Merchandise may already be inclusive of Import Charges. In the event that the option to pre-pay applicable Import Charges is available for you and you choose to pre-pay such Import Charges, or if the Import Charges were already included in the price of the Merchandise, your final price will be fully guaranteed, and the actual Import Charges will be paid on your behalf to the applicable authorities, as determined by your delivery destination upon import of your Order.

Global-e may contract with a local licensed customs broker in your country. Agreement to these Sales Terms serve as an authorization for the applicable customs broker to act as your agent to: (a) conduct transactions with the local applicable authority, (b) execute related documents on your behalf in connection with the import of Products(s) in your Order, (c) facilitate the payment of applicable Import Charges; and (d) if applicable, return such Products(s) to Global-e (subject to these Sales Terms). However, you acknowledge that, in the case of a return of Products(s) under the Returns Policy below, you (and not Global-e or anyone on its behalf) will be fully responsible for claiming back such Import Charges from the applicable tax authority, to the extent possible, and Global-e or Marc O'Polo shall have no responsibility or liability in connection with such claim.

You may decide not to pre-pay the Import Charges at Checkout, or the option to pre-pay Import Charges may not be available for your delivery destination or the Merchandise. In such cases (a) you are advised that the amount of Import Charges displayed under the pre-pay option in your Order may not reflect the actual Import Charges payable by you as determined by your delivery destination country's relevant authority, which may be more or less than such estimate; and (b) you will be fully responsible for paying all applicable Import Charges directly to the relevant authority (and for reclaiming them in the event of a cancellation or return or a return of Products(s), to the extent possible under the laws of your country) as determined by the authorities of the delivery destination country, and Global-e shall have no responsibility or liability in connection with the foregoing. Moreover, if you fail to pay Import Charges without reasonable reason causing the liability to fall on us or the carrier, the liability amount of Import Charges may be deducted from any refund or other amounts you may claim.

If you elected not to pre-pay Import Charges, or failed to pay Import Charges, or refused to accept Merchandise not in accordance with a due cancellation procedure under these Terms, in each case resulting with the Merchandise being returned or need to be returned, then you may be liable for the return delivery costs and may not be reimbursed or refunded for delivery costs paid by you for making the delivery to you. Global-e may also charge you with additional direct or indirect charges resulting from said failure or refusal. Global-e may, if that is in accordance with these Terms, reimburse and refund you for the cost of the Merchandise, but not the import charges which may or may not be reimbursable by the relevant authority.

CONSUMER CANCELLATION RIGHTS – EUROPEAN ECONOMIC AREA (EEA) ONLY

If you are a "Consumer" and a resident of a member state of the European Union or Iceland, Liechtenstein, or Norway ("EEA"), you have a "cooling-off" right to cancel your Order subject to the provisions set out below. This right is not affected by any separate returns policy in these Terms.

The "cooling-off" cancellation period will expire after 14 days after the day of delivery.

To exercise the right to cancel, you must inform Global-e of your decision to cancel your Order by a clear statement (made through the help center portal available here (<https://www.service.global-e.com>)). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

There is NO right to cancel Orders for goods made to your specifications or which are clearly personalized. There are other types of supply that are not eligible for cancellation such as fragrances, sealed goods (such as DVDs or audio devices) or goods liable to deteriorate or expire rapidly.

Only the buyer will be entitled to receive a refund of the purchase price. In no event will a person who has received the product as a gift be entitled to receive a refund. If you are a Gift Recipient and wish to return a product, please contact us to discuss your options.

- If you do have the right to cancel, the following instructions apply:
- If you duly cancel, you will be reimbursed the amounts received from you, including the Delivery Costs where you are charged (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- Deduction could be made from the reimbursement for loss in value of any goods supplied, if the loss is the result of handling by you beyond what is necessary to establish the nature, characteristics and functioning of the goods.

- Refund will be made within 14 days from receipt of your cancellation, but that can be delayed if the Merchandise was not received back or you failed to provide evidence that you have returned the Merchandise. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.
- Depending on your geography, when payment was routed through Global-e Australia Pty Ltd., our affiliate, refund shall be made accordingly.
- You shall send back the goods or hand them over as per the instructions provided to you through the help center portal (available here <https://www.service.global-e.com>) when you make your request. You must act without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract. The deadline is met if you send back the goods before the period of 14 days has expired.

You will bear the direct cost of returning the goods.

RETURNS POLICY (ALL CUSTOMERS, EXCLUDING FAULTY AND PERSONALIZED MERCHANDISE)

Please note that Global-e will only process returns and refunds for Product(s) bought from Global-e. This policy does not apply to faulty or personalized products.

It is in addition to, and does not affect, the separate legal right of cancellation which is available only to EEA Consumers in some circumstances as explained above.

This Return Policy requires that:

- the Merchandise must be returned in a new and unused state, in perfect condition, with all protective or other materials in place and tags and stickers attached to them (if applicable), as well as with the original box / container, including all accessories and documents.
- All returns could be subject to strict quality control by Global-e or Marc O'Polo to ensure that the returned products satisfy these requirements. If the products do not meet such standards, the return could be refused, and the products will be returned to you (at your own cost).

Failure to comply with these Terms could give rise to refusal to accept the returned product and send it back to you, at your own cost.

Unless otherwise is clearly instructed, in order to return Merchandise, you must request from us a return merchandise authorization ("**RMA**") within 30 days from the **date the Order was placed** and ship the return Merchandise promptly upon receipt of the RMA.

Title and risk to the returned Merchandise will not be taken back or assumed until it physically arrives back to the returns facility.

From time to time, in select territories, the transportation costs of returning the goods may be covered on your behalf ("prepaid"). Such coverage (or the absence of it), will be indicated clearly on the Website before Checkout.

Return Procedure

- If you wish to return Merchandise pursuant to these Terms, you must first contact Global-e through the help center portal available here (<https://www.service.global-e.com>) in order to obtain an RMA.
- You will then need to follow the instructions concerning return shipment, including an RMA number which you must include in the return package.
- Upon receipt of the returned Merchandise and confirmation that it has been returned in accordance with the applicable requirements, you will be reimbursed for the actual paid price of the returned Merchandise and such other fees, if applicable pursuant to these Terms.

You must return the Product(s) in their original package (box, garment bag, etc.). You must include all accessories, user manuals and any free gifts that came in the same package. Where a Product has been purchased as a part of a bundle of multiple Products, all multiple Products within that bundle must be returned. Please treat the Product(s)

with reasonable care and return them in the condition that they were delivered to you. Please pack the Product(s) securely and make sure that your Order number is clearly visible on the outside of the parcel.

We will refund the price you paid for the Product(s) after receiving the returned products at our warehouse, the actual refund period may vary depending on the payment method you have chosen to use when you ordered. The refund will be confirmed by email. Payment will be carried out using the same means of payment as you used for the initial transaction.

If you have paid Import Charges in connection with your Order (either pre-paid at Checkout or paid upon receipt of the Order directly to the applicable authority), you acknowledge that (a) you must seek reimbursement directly from the applicable authority in your destination, (b) it will be your sole responsibility to claim such Import Charges back from the applicable authority in your destination, and c) Global-e cannot guarantee that such claim will be successful. If you have pre-paid Import Charges, upon your written request Global-e may exert appropriate efforts to assist you in obtaining reimbursement of such Import Charges, and for such purpose you hereby give Global-e a power of attorney to act in your name to try and obtain such reimbursement (however this power of attorney is a guarantee that such reimbursement will be successful).

If you return item(s) 1) that you are not entitled to return, 2) that you damaged or used in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product(s), or, 3) with Product(s) missing, or 4) have otherwise failed to exercise reasonable care when taking care of and returning Product(s) or 5) that you did not buy directly from us, we reserve the right either to reject your return and decline to refund or to reduce any payments to be refunded to you for the diminished value of the Product(s), subject to applicable law. Products or items which are returned by you to us cannot in any circumstances be sent back to you and will be discarded or otherwise disposed of, even if the refund is declined for one of the reasons mentioned in the Sales Terms.

Other return cases: If the Products you have received do not correspond to the ones you have ordered, or if your delivery is incomplete or damaged in transportation, please contact without delay Global-e's Customer Service for assistance.

Any initial Delivery Costs paid by you in connection with the Order are reimbursable or refundable. However, any delivery and clearance costs incurred by you when returning Merchandise may not be eligible for reimbursement or refund other than in the event of defective Merchandise where you will be reimbursed for the cost of any delivery costs.

Return deliveries are at your risk and we therefore advise you to use a courier service offering a tracking number, and to take out adequate insurance to cover the cost of the goods in transit.

LIMITED WARRANTY; RETURNS POLICY FOR FAULTY MERCHANDISE

If any Merchandise you order is damaged or faulty when delivered to you or has developed a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe Merchandise was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible, preferably in writing, giving your name, address and order reference. Nothing in this section affects your legal rights.

Marc O'Polo offers an international limited warranty on its products in accordance with Marc O'Polo's warranty terms. Further information is set out in Marc O'Polo warranty policy for Product(s) detailed on the website <https://www.marc-o-polo.com>.

If you believe that you are entitled to warranty services, please contact Marc O'Polo's Customer Service. As a consumer, you have legal rights in relation to Products that are faulty or not as described. Further, Global-e and Marc O'Polo are under a legal duty to supply Products that are in conformity with this contract. Nothing in the Sales Terms will affect these legal rights.

LIABILITY

There are certain liabilities that we cannot exclude under applicable law. In particular, nothing in these Terms limits our (or as the case may be Marc O'Polo's) liability for personal injury or death caused by our negligence or our liability for fraud, or for breach of any term implied by applicable consumer rights legislation and which, by law, may not be limited or excluded. You might have certain rights as a consumer, including legal rights relating to faulty product(s). Nothing in these Terms will affect these legal rights.

We are responsible only for losses that are a natural, foreseeable consequence of our breach of these Sales Terms. We shall not be liable if we are prevented or delayed from complying with our obligations by anything that you (or anyone acting on your behalf) do or fail to do or due to events that are beyond our reasonable control.

You should take all reasonable steps and precautions to ensure that the Product(s) you order are suitable for your purposes. You must follow any advice that we give you in relation to Product(s) (including instructions, user guides and/or manuals provided with Product(s)). We or Marc O'Polo do not accept liability for damage to Product(s) that we have supplied where caused by your failure to follow our advice.

Subject to this, in no event there will be any liability for any of your business losses. Any liability, if so exists, shall not exceed the purchase price of the relevant Merchandise and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your Order is accepted by us.

Global-e and Marc O'Polo will not be responsible for any loss or damages incurred by unauthorized use of your payment card on the Checkout, and Global-e and Marc O'Polo are not responsible for notifying your card issuer or any law enforcement authority in these instances.

You must give Global-e and Marc O'Polo a reasonable opportunity to remedy any matter for which they are liable before you incur any costs remedying the matter yourself.

It cannot be guaranteed that the Website will be uninterrupted or error-free and Global-e cannot guarantee that the Checkout will be uninterrupted or error-free. Global-e and Marc O'Polo are entitled without notice and without liability to suspend the Website or the Checkout for repair, maintenance, improvement or other technical reason.

Global-e shall not be held liable, if and in so far as it cannot fulfil its obligations as a result of circumstances beyond its reasonable control and where it could not have taken appropriate steps to avoid such effects including third party telecommunication failures.

We shall use our reasonable endeavours to verify the accuracy of information that is used on the Online Store but, subject to applicable law, cannot guarantee that all information will always be accurate and complete. It is possible, for example, that Product images and packaging may not always match Products supplied. If you have any questions or concerns in this regard, please contact us before ordering any Product(s). Also, pricing mistakes may occur from time to time, in which case we may cancel any Orders being processed or accepted by us. We will correct errors on our Online Store as soon as possible after becoming aware of them.

INTELLECTUAL PROPERTY RIGHTS

Any access or use of the Checkout for any reason other than your personal, non-commercial use is prohibited. You further acknowledge that any other use of the material and content of the Checkout is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content. Unless otherwise stated, the copyright and other intellectual property rights in the content on the Checkout are owned by Global-e or our licensors. You may print off one copy and may download extracts of any page from this Checkout for non-commercial, personal use.

GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of The Netherlands, or other applicable laws in case such laws prevail Dutch laws. You agree that any dispute between you and Global-e regarding these Terms or any Order will only be dealt with by the Dutch courts, except that if you live in a destination of the European Union, you can choose to bring legal proceedings either in your country. The European Commission offers a platform for online dispute resolution (ODR) which provides information about alternative dispute resolution which may be of interest. Please refer to <http://ec.europa.eu/consumers/odr/>.

MISCELLANEOUS

Communications will be made electronically by sending email or otherwise posting electronically.

Marc O'Polo and Global-e make no warranty that the Online Store and Checkout will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and/or reliability of the Online Store and Checkout. Marc O'Polo and Global-e will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Online Store and Checkout. The Online Store is subject to the terms of use available here.

If any provision or provisions of these Terms shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Headings used in these Terms are for information and not binding.

Any failure by either party to exercise or enforce any right or provision of these Terms does not mean this is a "waiver" (i.e. that it cannot be enforced later). If any part of these Terms is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of these Terms shall continue to apply. We may transfer these Terms to a third party, but this will not affect your rights or obligations. A person who is not a party to these Terms shall have no rights to enforce any term of these Terms except insofar as expressly stated otherwise.

Global-e and Marc O'Polo reserve the right to access, read, preserve, and disclose any information obtained in connection with the Order, and your use of the Checkout, as Global-e reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations of them, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, or (v) protect the rights, property or safety of Global-e, the Marc O'Polo or the public.

The Checkout may contain links to third party websites or services that are not owned or controlled by Global-e. Global-e is not affiliated with, has no control over, and assume no responsibility for the content, privacy policies, or practices of, any third-party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release Global-e from any and all liability arising from your use of any third-party website. Accordingly, you are encouraged to read the terms and conditions and privacy policy of each third-party website that you may choose to visit.

Global-e reserves the right to modify these Terms at any time by posting the changes on the checkout or our site. Such change will take effect ten (10) days following the posting of the revised Terms, and your use of the Checkout after we have posted such changes means that you agree to be bound by the Terms as modified. However, no such change will affect any Order that you have already placed.

These Terms constitute the entire agreement with respect to the subject matter of the Order. The contract in respect of any Orders may be officially concluded in the English language only and that no public filing requirements apply.

CUSTOMER SERVICE

If you have any questions or complaints about Global-e, these Terms or the Checkout, please contact us at service@Globale.com or at our trading address Krijn Taconiskade 430 1087 HW Amsterdam The Netherlands.

If you are making your purchase from Australia, you may contact Global-e at global-eau@global-e.com or at Australian trading address 34 Quin St., Melbourne, VIC, 3000 Australia.