**General Provision**

1. **Introduction**

Gliszen.com, hereinafter also referred to as the Company and / or the Society and / or the Organization, is a product of the joint venture of Jaikaski Trading Company located at 13 Lissant Road, Kingston CSO, Kingston W. I. Jamaica and Guangzhou Gliszen Technology Co., Ltd 1609, Building 3, No. 288, South Shixing Dadao Road, Shibi Street, Panyu District, Guangzhou City, Guangdong, 510630 China.

The company claims to be a service provider, mediating business activities between various manufacturers from China on the one hand and the consumers on the other hand, and supporting the transport of goods.

For this, the company receives a fee (intermediary) from its cooperation partners, the manufacturers in China, which also applies to the Gliszen.com distribution partners.

This means that none of the products advertised on this web site are manufactured by Gliszen.com, nor is the production of any of them contracted out to Gliszen.com.

In accordance with this definition on the part of the company, the GTCs written here are derived.

Among other things, but not exclusively, it is necessary to agree to these provisions in order to conclude a transaction on this portal.

These General Terms and Conditions are subject to internal revision.

Please refer to the end of the page (the footer) for the current index.

Gliszen.com commits itself to inform its contracting parties about any change, adjustment, supplement and, if necessary, new arrangement of the GTCs immediately, however, at the latest before a renewed conclusion of a contract.

Further binding regulations for all contracting parties are contained in

* the *General Terms and Conditions of Use*,
* the *Gliszen Code of Conduct* and
* the generally valid *Private Policy & Data Security of* Gliszen.com.

Due to Gliszen.com's business structure, several subcontracts of various interest groups with one and the same goal are concluded at the same time.

According to this multi-party system, it is indispensable that the company defines and categorizes the GTCs accordingly,

1. *General terms and conditions (GTC) for end users,*
2. *General Terms and Conditions (GTC) for commercial customers (B2B*),
3. *General terms and conditions (GTC) for cooperation partners,*
4. *General Terms and Conditions (GTC) for distributors (sales partners)* and
5. *General terms and conditions (GTC) for logistic services.*
6. **General Terms and Conditions (GTC) for End Consumers**
7. Scope
8. Contractors
9. Conclusion of contract
10. Right of withdrawal
11. Prices and shipping costs
12. Delivery
13. Payment and refund modalities
14. Return- and complaint management
15. Communication
16. Disclaimer
17. Dispute resolution
18. Place of jurisdiction and final clause
19. Supplementary documents
20. **Scope**

These General Terms and Conditions (GTC) for end consumers apply to all business transactions on Gliszen.com between the cooperation partners of the company (the manufacturers) and the consumer, under the mediation (mediation) by Gliszen.com, hereinafter also referred to as the company and / or the society and / or the organization. The end consumer is any natural person who enters into a legal transaction for a purpose that is predominantly neither their commercial nor their independent professional activity can be attributed.

1. **Contractors**

A one-time intermediary contract, hereinafter also referred to as contract for short, is concluded between the customer and the company, represented by

Jaikaski, Owner: Kimberley Sacha-Gaye Walters, 13 Lissant Road, Kingston CSO, Kingston W. I. Jamaica, Registered at Companies Office of Jamaica - Registration no: 4131/2021, TRN no: 122324595/1 - +1876 421-2979 / *k-walters@gliszen.com -*

and / or

Guangzhou Gliszen Technology Co., Ltd 1609, Building 3, No. 288, South Shixing Dadao Road, Shibi Street, Panyu District, Guangzhou City, Guangdong, 510630 China - Registered at the Guangdong Provincial Government of P.R. China - Registration no: 91440101MA9Y5WUU5 G - +49 178 28812-66/ *f-jarrar@gliszen.com*

which in turn authorizes the Company to conclude the purchase contract for the Customer with the Company's cooperation partners while preserving all rights of the end users.

This contract shall be deemed to have been fulfilled upon successful delivery of the subject matter of the contract to the customer.

1. **Conclusion of contract**
	1. The presentation of the products in the online shop does not constitute a legally binding offer, but only an invitation to order, and are only used for orientation.
	2. By clicking the order button [order with costs] you place a binding order for the goods listed on the order page and you will be asked to make payment to complete the order. Your intermediary contract is concluded.
	3. You will the receive a confirmation message on our part by E-Mail, which contains the detailed contract modalities.
	4. Gliszen.com will then place an order with the manufacturing cooperation partners on your behalf and instruct the cooperating logistics partners to process the order.
	5. Within the settlement period, which corresponds to the period between the provision of the goods and the shipping confirmation, you can cancel the intermediary contract at any time free of charge. For this purpose, Gliszen.com provides you with the following *cancellation & withdrawal form*, which you will also find in the confirmation message. Your payment will be refunded to you free of any deductions or fees. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you.
	6. After confirmation of dispatch, your right to cancel from the contract is temporarily forfeited, but your right to withdraw remains unaffected - see **withdrawal policy**.
2. **Right of withdrawal**
	1. If you are a consumer (i.e., a natural person who places the order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of withdrawal in accordance with the statutory provisions. Your right of withdrawal expires 14 days after successful receipt of the goods (see **withdrawal policy**). Regulations regarding product liability (e.g., ProdHaftG) and the statutory warranty period remain unaffected by this provision.
	2. If you, as a consumer, make use of your right of withdrawal according to section 4.1, you have to bear the regular costs of the return shipment.
	3. In all other respects the regulations apply to the right of withdrawal, which are defined in detail in the following

***- withdrawal policy -***

**Right of withdrawal for consumers**

You have the right to withdraw 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 named by you, who is not the carrier, has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us,

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of your decision to withdraw from this contract by sending a clear declaration by email to *withdrawal@gliszen.com*.

You can use the attached *cancellation & withdrawal form* for this purpose, which is, however, not mandatory.

If you make use of this option, we will immediately send you a confirmation e-mail about the receipt of such a withdrawal.

You can also fill in the *cancellation & withdrawal form* or another clear declaration electronically on our website [*www.Gliszen.com*](http://www.Gliszen.com) and send it to us.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

**Consequences of withdrawal**

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract.

If you withdraw only a partial delivery (partial withdrawal), we reserve the right to refund only that part of the shipping costs that is attributable to this partial delivery.

For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We can refuse the repayment until we have received the goods back or until you have provided proof that you have sent the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of the withdrawal of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

For this purpose, please send us a copy of the transmission receipt.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

***- End of the withdrawal policy -***

1. **Prices and shipping costs**
	1. The prices stated on the product pages are net prices and do not include the statutory value added tax.
	2. In addition to the prices shown, we charge shipping costs per order. These may vary depending on the destination and shipping method, whereby Gliszen.com always strives to offer its clientele multiple shipping options, and in this context to offer multiple options on shipping costs and shipping time - see chapter 6 "Delivery". All this information will be clearly communicated to you in the shopping cart system, even before the conclusion of the contract. All order details defined in chapters 5.1. and 5.2. are also reflected in the transmitted confirmation message.
	3. Further taxes and / or costs may apply according to the regulations for importing products in the individual countries and may also vary - see chapter 6 "Delivery".
2. **Delivery**

Gliszen.com uses the services of various cooperating logistics companies to execute orders.

Nevertheless, the timely delivery of order items is essentially also influenced by local conditions, for this reason the delivery modalities apply as follows:

* 1. Unless an expressly binding delivery date has been agreed, our delivery dates or delivery periods are exclusively non-binding information and are only used for orientation.
	2. The customer can see the delivery times in the shopping cart. Furthermore, these are also visible in the confirmation message.
	3. The commencement of the delivery period stated by us is subject to the timely and proper fulfilment of the purchaser's obligations. We reserve the right to plead non-performance of the contract. The proper fulfilment of the purchaser's obligations includes, among other things:
		1. The correct and unambiguous indication of the designated delivery address, if this differs from the address at registration.
		2. The timely payment on the part of the purchaser.
		3. Clarification of any import regulations in the country of destination - ideally you should contact the customs authority relevant to you before concluding the contract.
		4. The guarantee of acceptance of goods upon delivery. If the customer is in default of acceptance or culpably violates other obligations to cooperate, Gliszen.com is entitled to demand compensation for the resulting damage and any resulting additional expenses.
	4. The customer receives a tracking ticket, with which he can follow the sending process.
	5. In case of delay in delivery, the customer can request Gliszen.com to deliver within a further reasonable period of time in text form one week after the specified delivery period has been exceeded. For this purpose, Gliszen.com provides the following *complaint form*, which should ideally be sent to the Support at *complaint@Gliszen.com.* Should Gliszen.com still not have fulfilled its obligations within this period of time, it is incumbent upon the customer to immediately withdraw / cancel from the contract.
	6. Further legal claims and rights of the purchaser due to a delay in delivery remain unaffected.
	7. **Attention:**  According to article 6.3.3. customs authorities are entitled to charge import taxes and duties for orders from a second or third country. This is sometimes dependent on the net value of the goods ordered and varies in amount depending on the legal requirements of the destination country. Please inform yourself in advance of your order with the authorities responsible for your country from which amount duties and taxes are levied, and up to which value of goods the tax and duty-free limit applies.
1. **Payment- and refund modalities**
	1. Before executing the order, Gliszen.com always requires payment of the full amount as specified in the confirmation message.
	2. To pay the amount due, the company offers you optional payment methods. This may incur fees for the customer that are beyond the control of Gliszen.com.
	3. The order is only legally binding for Gliszen.com from the moment the outstanding amount has been paid in full.
	4. For the repayment of amounts, regardless of the trigger, we use the same means of payment that you used in the original transaction, unless otherwise expressly agreed with you.
2. **Return- and complaint management**

Gliszen.com is committed to its clientele. Although the organization cooperates with the manufacturing companies that offer their goods for sale here, we always focus on customer orientation. This also applies to all partners of Gliszen.com, who have unconditionally agreed to the quality policy of Gliszen.com.

Therefore, the following applies, completely detached from the irrevocable right of the customer to withdraw from his / her part:

* 1. Warranty law
		1. The customer has the right to a 24-month warranty period, which Gliszen.com is committed to uphold.
		2. If a defect is discovered, our provisions shall apply as follows:
			1. The customer is advised to fill in the following *complaint form* and send it to Gliszen.com at *complaint@Gliszen.com.*
			2. Gliszen.com will promptly correspond back to the customer a case number under which the facts will be reviewed internally.
			3. In the event of consent on our part, we reserve the right to adequate subsequent performance. Adequate in accordance with the provisions means, that the company is

allowed to have

2 attempts to repair the damage and

1 attempt to replace the damage,

taking into account the proportionality between the estimated costs of subsequent performance and the net value of the goods complained about.

* + - 1. Should Gliszen.com, despite its best efforts, not be able to meet the customer's needs to his satisfaction, the customer is free to step back from the contract, bearing in mind that for minor damages only a reduction in the purchase price is possible.
			2. Note: The provisions defined in 8.1.2.1 to 8.1.2.4 do not apply to the wear and tear of products as a result of their "normal use".
		1. The provisions on product liability, which are generally guaranteed by our cooperating manufacturers, remain unaffected by these regulations. In this respect, the information in the product descriptions must be observed even before conclusion of the contract.
	1. return and replacement policy

Gliszen.com, and therefore its affiliates, are not obligated to provide a blanket policy for the exchange and return of items outside of the warranty and withdrawal provisions.

Nevertheless, we grant these rights on a case-by-case basis, leaving it to the discretion of the manufacturing collaborators and the organization when and under what circumstances this right is granted.

The following applies for the purpose of checking and, if necessary, guaranteeing a right of exchange or return:

* In the event of a positive decision, the goods must be returned in their original packaging. This includes all internal packaging units that belong to the affected article and all shipping documents and invoices as well as labels and stickers in and / or on the product.
* Only items that have been in the customer's possession for 21 days from the date of delivery to the customer are eligible for application. This period includes the 14-day withdrawal period - see chapter 4 "Right of withdrawal".
* Excluded from exchange and / or return are:
* Articles from the range of swimwear and underwear - for hygienic reasons
* Products from the cosmetic sector whose hygiene, safety or freshness seals have been broken.
* Made to measure and special designs
* Items from special offers and various other promotions that indicate a reduction in price from the original price.

To verify your request in this regard, please complete the *return & replacement form* and return it to us at *return@Gliszen.com.*

1. **Communication**

The company provides its cooperating partners and clientele with several communication options.

Among other things, various e-mail addresses can be found on Gliszen.com, which enable the participants to send topic-related inquiries by e-mail to the respective departments.

Another essential medium for communication is the Gliszen.com chat system.

Each account has such a chat window, through which a direct connection to the Gliszen.com administration can be established, and furthermore the communication with the other cooperation partners is guaranteed.

Especially in the operational area, this chat system represents a very efficient way of communication exchange.

For this reason, all parties and likewise all customers are called upon to regularly check their notifications on the portal, primarily in anticipation of a response to a concern not specified here.

1. **Disclaimer**
	1. Claims for damages by the customer are excluded, unless otherwise specified below. The above exclusion of liability also applies in favor of the legal representatives and vicarious agents of Gliszen.com, if the customer asserts claim against them.
	2. Excluded from the exclusion of liability stipulated in clause 10.1. are claims for damages due to injury to life, limb or health and claims for damages arising from the breach of major contractual obligations. Major contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract, such as, for example, the handover of the item free of material damage. Also excluded from the exclusion of liability is liability for damages resulting from an intentional or grossly negligent breach of duty by the provider, his legal representatives or vicarious agents.
	3. Regulations of the product liability law remain unaffected.
	4. Questions, suggestions and complaints regarding product liability and product safety should be sent to *regulatory@gliszen.com* using the *regulatory form*.
2. **Dispute resolution**

There are various contact points for dispute resolution and mediation outside the courts.

For this purpose, the EU Commission, for example, has created an Internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at the following link: [*http:*//ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

We are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board. With the focus on the satisfaction of our clientele, Gliszen.com is firmly convinced that we can resolve disagreements in direct dialogue with our customers.

1. **Place of jurisdiction and final clause**
	1. The contractual relations between the supplier and the customer shall be governed by the law of the island state of Jamaica. Excluded from this choice of law are the mandatory consumer protection provisions of the country in which the customer has his habitual residence. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
	2. The place of jurisdiction for all disputes arising from the contractual relationship between the customer and the provider is the registered office of the provider, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.
	3. Should a provision of this set of rules be / become ineffective, the effectiveness of the remaining provisions will not be affected. The parties undertake to replace an ineffective provision with an effective provision that comes as close as possible to this provision.
2. **applicable documents**
* *General Terms and Conditions of Use*
* *Private Policy & Data Security*
* *Gliszen Code of Conduct*