

GENERAL TERMS AND CONDITIONS

ORGÆNIC SALON DRESDEN

BK BROCKMANN-KNOEDLER GMBH



ORGÆNIC Salon is the symbol and home of everything organic. It intends to offer its customers outstanding performance and the best results in every respect. This requires precise rules of interaction between the customer and ORGÆNIC Salon.

1 SCOPE

These general terms and conditions apply to all business relations between customers on the one hand and ORGÆNIC Salon on the other hand. In addition to haircare services, these also relate to cosmetic treatments and the sale of products. Deviating agreements shall become part of the contract only with express written consent.

2 PRIVACY POLICY

2.1 ORGÆNIC Salon maintains long-term and trusting relationships with its customers. ORGÆNIC Salon maintains a customer file and guarantees compliance with the legal data protection provisions as set out in the General Data Protection Regulation and supplementary laws. The customer agrees to the storage of his/her data - last name, first name, date of birth, telephone number, email address, address, voluntarily credit card details. The customer allows ORGÆNIC Salon to contact him/her. Data processing may be carried out by third party companies, in which case ORGÆNIC Salon ensures that their level of data protection is not lower than its own. The customer may request to be informed about which of the customer's data has been stored by ORGÆNIC Salon. The customer has the right to demand that the data be deleted from the customer file at any time. The business relationship ends at this point.

2.2 Photo and video recordings are not permitted in ORGÆNIC Salon. For its part, ORGÆNIC Salon guarantees the privacy of its customers, but reserves the right to take photos and videos. This requires the written consent of the customer. These photos/videos will only be used for advertising on social-media channels, the website, and newsletters within the ORGÆNIC Group, and shared on social networks and elsewhere on the Internet. Using them for purposes other than those described is not permitted. The customer can revoke this consent at any time.

2.3. The cash register area inside ORGÆNIC Salon is under video surveillance. This is done in order to exercise house rules, prevent criminal offences and preserve evidence of criminal offences. The legal basis is Art. 6 Para. 1 lit. f) GDPR, whereby the interests arise from the aforementioned purposes. Customers can find further information on the privacy policy directly in ORGÆNIC Salon or on the website www.orgaeniclife.style in the information obligations.

3 CONTRACT CONCLUSION, MAKING AND RESCHEDULING APPOINTMENTS

3.1 Hairdressing and cosmetic services are arranged exclusively by prior appointment. Once an appointment is made by telephone or arranged on site in the salon, a contract for work and services is concluded between the customer and ORGÆNIC Salon, which obliges ORGÆNIC Salon to provide the agreed hairdressing and/or cosmetic services and the customer to pay. Customers who use the services of ORGÆNIC Salon for the first time provide their personal data and are included in the customer file.

3.2. The salon is entitled to request an advance payment of up to 50% of the estimated service, regardless of whether the customer is a first-time customer or an existing one. The contract is subject to a condition precedent until payment is received. If payment is not received within the period agreed at the time of making the appointment, the salon may withdraw from the contract without the need for a reminder or warning.

4 SCOPE OF SERVICES AND SERVICE PROVISION

4.1 The customer is obliged to appear at the salon at the agreed time. The customer's entitlement to service provision by the salon expires 30 minutes after the agreed time. If the customer informs ORGÆNIC Salon about a delay, the salon will try to reschedule the appointment as a gesture of goodwill - i.e., without being legally obligated to do so - in order to enable the contract fulfilment. If this is not possible or if the customer does not turn up without excuse, the salon will charge the deposit and its entitled claim for damages due to the customer's no-show and the lost profit on the agreed service.

4.2. ORGÆNIC Salon is at liberty to claim further damages. The customer is at liberty to prove that the damage did not occur.

4.3. In the event of an important reason - such as illness - the customer has the right to reschedule the appointment free of charge. This must be arranged at least 24 hours before the agreed appointment, or at the latest by 12 noon on Saturday for appointments on Monday.

4.4 At the beginning of the treatment, the hairdresser will discuss the specific services to be provided in detail with the customer. The customer can also order additional services if available. The prices can be found in the price list available at https://orgaeniclife.style/wp-content/uploads/2021/04/DE_Menukarte_Dresden_210301.pdf. They depend on the nature

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and scope of the ordered services as well as on the qualification level of the employee. The customer may, at any time, request information about the prices for the services he/she wishes to receive.

4.5. If the specific employee booked by the customer when making an appointment is not available at the time of the appointment, the customer cannot withdraw from the contract. The salon is obliged to offer another hairdresser of the same or higher qualification level, without the customer having to incur additional costs for the previously ordered services; in the case of additional services availed on the day of the treatment, the price shall be based on the qualification level of the employee actually treating the customer.

5 HOUSE RULES

5.1 The customer is obliged to behave appropriately at all times on the salon premises. In the event of inappropriate behaviour, ORGÆNIC Salon may terminate the treatment and impose a ban from entering the premises.

5.2. In particular, the customer shall not come for the appointment in a state of illness - especially a contagious one - or with louse infestation. This also entitles the salon to refuse service. Such contract terminations for which the customer is responsible do not invalidate ORGÆNIC Salon's right to receive payment. The customer is also liable for any damage caused by gross negligence or intent, such as damage to the salon's property.

6 ACCEPTANCE AND PAYMENT

6.1. ORGÆNIC Salon provides its services according to the highest standards of the hairdressing and cosmetics trade. At the end of the treatment, the customer approves the work done. This approval is deemed as acceptance within the meaning of the contract for work and services. It excludes all pleas of defective service, provided that they are visible - which is almost always the case in the hairdressing trade. In case of refusal due to alleged defects, ORGÆNIC Salon shall first have the right of rectification. If this does not lead to an agreement, a photo documentation takes place, to which the customer agrees.

6.2 After acceptance, the remuneration is due for payment immediately, either in cash or by card. Using the services of ORGÆNIC Salon without the ability and the will to pay for them immediately constitutes a criminal fraud and will be reported.

7 PRODUCT PURCHASE

The salon offers selected haircare, cosmetics and lifestyle products of the highest quality. The customer can purchase these by way of a purchase contract. They are also payable immediately, together with the services. The products are only supplied in quantities customary in the trade. Product sale to new customers without consulting services is excluded.

8 LIABILITY

8.1 ORGÆNIC Salon locks the customer's clothes and personal belongings in a locker and hands over the key to the customer. ORGÆNIC Salon is not liable for damage or loss, except in the event of intent or gross negligence.

8.2 During the treatment, the customer wears a kimono provided by ORGÆNIC Salon. If the customer's clothes get soiled or damaged in spite of this protective clothing, ORGÆNIC Salon shall be liable up to EUR 200 unless there is intent or gross negligence on the part of ORGÆNIC Salon, in which case ORGÆNIC Salon shall be liable without limitation. If the customer does not use the kimono, any liability of ORGÆNIC Salon is excluded, again with the exception of intent and gross negligence.

8.3. Jewellery must be removed before the start of treatment.

8.4. If the products used and/or recommended and/or sold by the salon cause intolerances or allergic reactions in the customer, the salon shall be liable only if the customer has expressly informed ORGÆNIC Salon of this in writing beforehand. Should a reaction occur after treatment with chemical hair-cosmetic products in the salon, the customer shall be obliged to report this to ORGÆNIC Salon.

8.5 The customer undertakes to inform ORGÆNIC Salon prior to the treatment if the following services/applications have been performed on the hair, regardless of the system, manufacturer and active principle:

- any kind of extensions that have been used by a third-party service provider
- any kind of bond-building agents (-Plex, -Bond, etc.)
- any kind of keratin treatments

In these cases, ORGÆNIC Salon does not assume any responsibility or guarantee for the results of haircuts or hair colouring or haircare treatments. This also applies if the customer unknowingly has bond-building agents or keratins in his/her hair.

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8.6 Chemical hair dyes are not suitable for persons under 16 years of age. ORGÆNIC Salon does not perform these treatments for persons under 16.

8.7 ORGÆNIC Salon will not perform any treatments that it deems harmful, dangerous and risky.

8.8 Claim for damages cannot be derived in the event of circumstances beyond the salon's control, such as force majeure, power failure, pandemic and the like, which prevent the fulfilment of a customer order. ORGÆNIC Salon will then offer free rescheduling for a new appointment.

9 HYGIENE REQUIREMENTS

The hygiene requirements correspond to the current status of the BGW standards (Berufsgenossenschaft für Gesundheitsdienst und Wohlfahrtspflege/Employers' Liability Insurance Association for Health Service and Welfare Work) and the guidelines of the federal state of Saxony. All requirements are visibly displayed in the salon. ORGÆNIC Salon and all its employees as well as the customer, undertake to comply strictly with these hygiene requirements. The customer agrees to provide truthful health information upon request after entering the salon. The customer and employee flow is documented on a daily basis and is used to trace infectious diseases.

10 FINAL CLAUSE

German law shall apply in the event of disputes. Legal recourse - court of jurisdiction is Dresden - is permissible only after a conciliation attempt using a certified mediator. The customer and ORGÆNIC Salon are committed to cooperative and conciliatory behaviour, even in the event of a dispute.