

GENERAL TERMS AND CONDITIONS FOR BRAM by Breuninger GIFT CARDS

[SECTION 1 GENERAL](#)

[SECTION 2 PURCHASE AND VALIDITY](#)

[SECTION 3 PAYMENT](#)

[SECTION 4 LIABILITY](#)

[SECTION 5 REDEEMING THE GIFT CARD](#)

[SECTION 6 RETURNS](#)

[SECTION 7 RIGHT OF CANCELLATION](#)

[SECTION 8 DATA PROTECTION](#)

[SECTION 9 FINAL PROVISIONS](#)

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SECTION 1 GENERAL

(1.1)

These general terms and conditions ("**Terms**") of BRAM, a subsidiary of E. Breuninger GmbH & Co, 80 Route de Longwy, 8060 Bertrange, Luxembourg ("**BRAM**" or "**We**") apply for the purchase and use of BRAM by Breuninger gift cards ("**Gift cards**").

(1.2)

Gift cards are available in physical form.

(1.3)

You can acquire physical gift cards at the checkout of your BRAM store.

(1.4)

Insofar as you are a customer of BRAM in your capacity as a specialist or retailer ("**Corporate customer**"), you can also order physical gifts cards by email at schenken@breuninger.de. In this case, the Gift Card & Services department processes your order. If you have questions, you can also contact the Gift Card & Services department by phone at +352 450231-0.

(1.5)

BRAM is not obliged to enable the purchase of gift cards at all times through the abovementioned sources of supply. Accordingly, BRAM reserves the right to temporarily or permanently cease to offer the gift cards through one of the abovementioned supply channels.

(1.6)

By purchasing a gift card or using a gift card, you accept these Terms.

(1.7)

BRAM reserves the right to modify, terminate or revise these Terms without announcement. The current version of the Terms is always published at checkout and at [e-breuninger.de/geschenkkarte/agb](https://www.breuninger.de/geschenkkarte/agb).

SECTION 2 PURCHASE AND VALIDITY

(2.1)

You can purchase physical gift cards in the BRAM store with a value from EUR 10.00 to EUR 5,000.00.

(2.2)

Gift cards are valid for a period of five (5) years from the date of issue ("**Period of validity**"). After the period of validity has elapsed, the gift card cannot be used for purchases, nor can it be reactivated, and the remaining value cannot be reimbursed.

(2.3)

The gift card can be used until your balance is zero. Afterwards, the gift card loses its validity and can no longer be activated or used again.

SECTION 3 PAYMENT

(3.1)

In the BRAM store, you can purchase physical gift cards using all means of payment accepted by BRAM.

(3.2)

Generally, BRAM offers corporate customers the option of purchasing gift cards on account with a payment target of fourteen (14) days. However, BRAM reserves the right to demand advance payment instead at its due discretion.

SECTION 4 LIABILITY

(4.1)

BRAM does not accept liability for the loss, theft or misuse of gift cards. The gift card should be treated like cash.

(4.2)

Claims of the customer to compensation for damages are excluded. This does not include the customer's damage claims from injury to life, body and health, or liability for other damages that are based on intentional or grossly negligent breach of duty by BRAM, its legal representatives or aides. In addition, liability remains unaffected for the breach of duties that must be fulfilled in order to properly perform the contract, and for which the customer may regularly on compliance. BRAM is only liable for slightly negligent breach of these contractual duties in the case of foreseeable damages that are typical for this type of contract, unless these involve damages claims of the customer resulting from an injury to life, body or health.

(4.3)

Clause 4.1 also applies for the benefit of BRAM's legal representatives and aides if claims are asserted directly against them.

(4.4)

The regulations of product liability law as well as the General Data Protection Regulation and applicable national implementation laws, and where applicable the Federal Data Protection Act of Germany, remain unaffected.

SECTION 5 REDEEMING THE GIFT CARD

(5.1)

The gift cards can be redeemed in the BRAM store. When purchasing, the credit can be redeemed in full or in partial amounts. The remaining credit stays on the gift card and can be used for additional purchases.

(5.2)

Clause 5.1 also applies to corporate customers.

(5.3)

You can use gift cards to pay for the entire value of your selected item or for part of it.

(5.4)

If the credit on the gift card is not enough to pay for your full purchase, you can pay the remaining amount using another payment method accepted by BRAM.

(5.5)

When you redeem a gift card in the BRAM store, the remaining credit on the gift card is indicated on the receipt. In addition, you can inquire about the current credit on a gift card at any checkout in your BRAM store or by contacting customer service by phone at +352 450231-0 or by email to info@bram.lu.

(5.6)

Gift cards and their credit cannot be paid out in cash, recharged, transferred in exchange for value or offset against open claims. Resale of gift cards is not permitted.

(5.7)

The gift card cannot be used at partner companies.

SECTION 6 RETURNS

(6.1)

If you return items to us that you paid in full using one or more gift cards, after we have received the returned items we will send you a new gift card in the amount of the corresponding item value.

(6.2)

If you used another payment method along with a gift card for your order or your purchase, in the event of a return you will generally first be reimbursed on your additional payment method. For example, if you paid for your order using a gift card and credit card, then the reimbursable amount will generally first be credited to your credit card. If the value of the returned item is higher than the amount you paid by credit card, the remaining amount will be reimbursed to you in the form of a gift card. BRAM reserves the right to deviate from the above rule as needed at its due discretion.

SECTION 7 FINAL PROVISIONS

(7.1)

In business transactions with merchants or legal entities under public law, the place of jurisdiction for all disputes arising from contractual relationships between BRAM and the customer is agreed as the registered office of Breuninger (Stuttgart).

(7.2)

If individual regulations of these Terms are invalid, the remaining regulations remain unaffected. In this case and in the event of regulatory gaps, to replace the invalid regulation or to fill the gaps, those legally valid regulations are deemed as retroactively agreed which the contracting parties would have established based on the commercial goals of the contract and the purpose of these Terms if they had been aware of the invalid provision and/or regulatory gap.

(7.3)

For all legal relationships between BRAM and the customer, the laws of the Federal Republic of Germany apply, to the exclusion of conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law/CISG) of April 1, 1980.