

**To:** [REDACTED]  
**From:** Kathy Ruemmler  
**Sent:** Tue 8/7/2018 2:39:03 PM  
**Subject:** Re: mytheresa.com: confirmation of receipt us11388989

It was part of a collaborative process. ♦

On Aug 7, 2018, at 10:33 AM, [REDACTED] > wrote:

for sure! Really beautiful !!

On Aug 7, 2018, at 10:29 AM, Kathy Ruemmler

> wrote:

Thank you!!! So exciting!

Begin forwarded message:

**From:** [REDACTED]  
**Date:** August 7, 2018 at 10:20:12 AM EDT  
**To:** [REDACTED]  
**Subject:** [REDACTED] tion of [REDACTED]

NEW ARRIVALS — DESIGNERS — CLOTHING — SHOES — BAGS — ACCESSORIES

CONFIRMATION OF RECEIPT – YOUR ORDER #s11388989

Dear Mr. Jeffrey Epstein,

Thank you for placing your order with [mytheresa.com](http://mytheresa.com).

This email contains all details relating to your order.

If you have any questions regarding your order or require further assistance, please send an email at [customercare@mytheresa.com](mailto:customercare@mytheresa.com) or visit our [contact page](#) for more information.

Please refer to the order number below when making any inquiries.

Best wishes,  
Your [mytheresa.com](http://mytheresa.com) team

#### PERSONAL ORDER INFORMATION

Order No.

us11388989

Date

2018-08-07 14:18:10

Payment Method

card type: Amex

[REDACTED]

Shipping Method & Packaging

Option

UPS Express

[mytheresa.com](http://mytheresa.com) packaging

Billing Address

Jeffrey Epstein  
9 East 71st Street  
10021 New York  
US

Shipping Address

[REDACTED]

## ITEMS ORDERED

FENDI  
Fur-trimmed plaid wool coat  
Size: 40  
P00332395-2

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1x \$ 4,208.31  
duties, handling\*:-\$ 591.69  
\$ 4,800.00

FENDI  
Runaway Small leather shoulder bag  
Size: -  
P00337984-1

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1x \$ 1,744.70  
duties, handling\*:-\$ 245.30  
\$ 1,990.00

Subtotal \$ 6,798.00

Shipping \$ 0.00

Grand Total \$ 6,798.00

excl. VAT incl. duties, han

\* Please note, customs duties and handling fees can only be refunded as void.

## CUSTOMER CARE CONTACT INFORMATION



### EMAIL US

[customercare@mytheresa.com](mailto:customercare@mytheresa.com)



### CALL US

1-888-550-9675

## CHECK OUT WHAT'S NEW

FOLLOW US —  
ON:

### mytheresa.com GmbH

Office  
Einsteinring 9  
85-60-9 Aschheim/Munich  
Germany

Logistics  
Marsstrasse 6 a-c  
85-55-1 Kirchheim-Heimstetten  
Germany

Contact  
Phone +49 89 12-76-95---10-  
Fax: +49 89 1-2-76-95---20-0  
Email:  
[customercare@mytheresa.com](mailto:customercare@mytheresa.com)

HypoVereinsbank München - Acc. Number: 66-68-66-14-2 - BLZ: 70-02-02-70 - IBAN:  
DE8-57-002-027-00-66-68-66-14-2 - SWIFT-BIC: HYVEDEMM  
Registered office: Munich/Germany - Commercial registry: Munich HRB 1-35-65-8 - VAT registration  
number: DE 2-13-277-271  
Managing Directors: Sebastian Dietzmann, Michael Kliger, Tracy M. Preston, T. Dale Stapleton

This email was sent to: kathyruemmller@gmail.com

To ensure that our fashion alerts are directly sent to your inbox, please add [info@reply.mytheresa.com](mailto:info@reply.mytheresa.com) to your contacts.

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### § 1 General

**mytheresa.com** GmbH, Einsteinring 9, 85-60-9 Aschheim/München, managing directors: Sebastian Dietzmann, Michael Kliger, Tracy M. Preston, T. Dale Stapleton, phone: +49 89 1-27-69-5-0, [info@mytheresa.com](mailto:info@mytheresa.com) (hereinafter "mytheresa.com" or "we"), operates an online shop at the internet address [www.mytheresa.com](http://www.mytheresa.com) (the "Website"). All orders placed by you via the Website as well as our deliveries and services are governed exclusively by the General Terms and Conditions of Business set below, as applicable at the time the order is placed. We do not accept any diverging terms and conditions from the customer except where specifically agreed in writing.

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform) which can be viewed under <http://ec.europa.eu/odr>.

We are not willing to enter into dispute resolution proceedings before the consumer arbitration board.

### § 2 Contracts

1. The languages available for contracts depend on the country of destination selected:

Destination	Available languages
Germany	German, English
Austria	German, English
Switzerland	German, English, Italian, French
Italy	German, English, Italian
France	German, English, French
UK	English
USA	English
Japan	English
Middle East*	English, Arabic
Singapore	English
Hong Kong	English
China	English, Chinese
Korea	English, Korean
Australia	English
Netherlands	German, English
Other EU Member States	German, English, French
Non-EU European countries	English
Other destinations	English

\* Middle East: Bahrain, Qatar, Kuwait, Oman, Saudi-Arabia, UAE

2. The presentation of products on our Website does not constitute any offer by [mytheresa.com](http://mytheresa.com) for a purchase contract.

3. By submitting the order form provided on our Website to us you are placing a binding offer for a purchase contract with us. You submit an offer by entering all required information during the ordering process and posting the order form to us by using the button "complete purchase". Before you submit your offer you will be able to view the details input by you and correct any mistakes in the information provided.

4. On receipt of your order we will send you an e-mail confirming receipt of your order and stating the details of your order (order confirmation). Please note that our order confirmation does not constitute a declaration of acceptance of your contractual offer but serves for information purposes only.

5. A purchase contract between you and [mytheresa.com](http://mytheresa.com) will become effective only after we have accepted the offer by dispatching the goods ordered. If payment in advance was chosen as payment option, the goods will be dispatched only after the full amount has been credited to our account.

6. [mytheresa.com](http://mytheresa.com) has the right to refuse any offer without stating a reason, especially if there are legitimate grounds to suspect that the goods purchased via the internet are intended to be resold on a commercial basis.

### **§ 3 Cancellation policy advisory**

The cancellation policy applies solely to consumers under § 13 of the German Civil Code of Law.

#### **CANCELLATION POLICY**

You may repeal your contract of purchase within 14 days without having to state reasons.

The allocated cancellation timeframe is 14 days, effective the day that you or an assigned third party, who may not be the carrier/courier, took said commodities into their possession.

To administer your right to cancel your order, you have to inform us, [mytheresa.com](http://mytheresa.com) GmbH, Marsstrasse 6 a-c, 85551 Kirchheim-Heimstetten, Germany, [customercare@mytheresa.com](mailto:customercare@mytheresa.com), Phone: +49 89 1-27-69-5---10-0, Fax: +49 89 1-27-69-5---20-0, by sending us an explicit declaration stating that you are repealing your contract of purchase (for example: by sending us a letter in the mail, fax, or an email). You may use the cancellation template that is attached; however, it is not mandatory to use this template.

It will suffice to send us your notification of repeal within the given cancellation timeframe in order for the 14-day cancellation timeframe to be granted.

#### **CONSEQUENCES**

If you repeal your contract of purchase, we are obligated to refund all payments that we have received from you, including shipping costs (excluding additional shipping costs that result from choosing a different shipping option, other than the regular standard shipping option that we offer) immediately and within 14 days at most, effective the day that we receive your repeal.

The payment method which was used to make the transaction will also be used for the

reimbursement, unless we have explicitly agreed to something else. You will not be charged any fees for the reimbursement.

We reserve the right to withhold the reimbursement until we have received the returned items or until we have received your notification that you have returned the items, whichever comes first.

The items have to be sent back to us immediately and no later than fourteen days after the date which you have notified us of the cancellation of this contract. The extended deadline will be granted if the items are sent back within fourteen days. All return shipments are at our expense.

You are only required to compensate us for any loss in value if the loss in value can be traced back to unnecessary handling, which goes beyond the admissible proofing of the condition of the item, its characteristics and functionality.

#### REASONS TO TERMINATE THE CANCELLATION POLICY

The cancellation policy is only in place if the product bought hasn't been customised or altered. Personalisation of garments renders the cancellation policy inactive.

End of advisory

Cancellation template

You can download the cancellation template [here](#). We will also send you a hard copy of the cancellation template as soon as the contract has been concluded.

#### § 4 Voluntary returns right

1. In addition to your legal right of return, [mytheresa.com](#) also offers the following voluntary right of return:

All of the items featured on [mytheresa.com](#) can be returned to [mytheresa.com](#) within 30 days of receipt. The voluntary right of return only applies to non-faulty items that are in their original condition, have not been worn, altered or washed; with all tags attached.

##### 2. Return shipments

2.1. All return shipments will be at our expense, if the following provisions are complied with.

2.2 All return shipments are made solely using the same service as the original delivery (DHL or UPS) using the way bill or return sticker that is enclosed in the original package. The necessary documents and instructions for returning items will be enclosed in your package.

2.3 Please note that we can only accept returns from the country which the shipment was sent to. If the shipment was sent to Austria, for instance, we can only accept a return from Austria.

2.4. In case of a return, we will refund the money onto your account/credit card. Potential losses due to currency fluctuations will not be refunded.

2.5. Please send all returns to: [mytheresa.com](#) GmbH, Marsstrasse 6 a-c, 85551 Kirchheim-Heimstetten, Germany, [customercare@mytheresa.com](mailto:customercare@mytheresa.com).

3. If you have questions regarding our returns policy, please contact a customer service representative.

email: [customercare@mytheresa.com](mailto:customercare@mytheresa.com)  
Phone: +49 89 1-27-69-5-1-0-0  
Fax: +49 89 1-27-69-5-20-0

This voluntary right of return does not limit your legal rights nor does it limit your right to the above-mentioned cancellation policy.

## § 5 Prices; product presentation; availability; Gift Card; promotion code

1. The prices stated on our Website [www.mytheresa.com](http://www.mytheresa.com) at the time of your order apply.
2. The goods offered at [mytheresa.com](http://mytheresa.com) are presented on the Website in the form of digital photographs of the actual products. Minor discrepancies between the presentation and the actual products do not qualify as a defect in the goods ordered.
3. If you have ordered several items at the same time, the products may be delivered at different times. Sec. 266 BGB remains unaffected. Shipping charges will be incurred only once in any such case.
4. Gift Card
  - 4.1 The Gift Card can be used to purchase any article available on our website – except for additional Gift Cards – prior to its expiration date.
  - 4.2 Exchanges or reimbursements of your gift card are only applicable in accordance with the return and withdrawal rights and conditions.
  - 4.3 The Gift Card is only valid in countries that we ship to in the respective currencies, stated on our website. The Gift Card can only be used in the destination country, determined when purchasing the Gift Card.
  - 4.4 When purchasing the Gift Card you may choose between sending the Gift Card per email or by regular mail.
  - 4.5 [mytheresa.com](http://mytheresa.com) reserves the right to cancel or block the Gift Card, if deemed necessary due to legal reasons, for example, in case of loss or misuse of the Gift Card. You will be informed immediately by [mytheresa.com](http://mytheresa.com) in the case of cancelling or blocking the Gift Card.
5. Promotion Code
  - 5.1 Promotion codes have different time periods of validity and are applicable for purchase of any products available on the website, except additional Gift Cards. To determine the validity period, please refer to the document which contains the promotion code.
  - 5.2 Exchanges or reimbursements of promotion codes, which were part of a marketing promotion or which you may have received on behalf of [mytheresa.com](http://mytheresa.com), are non-permissible. The disbursement of promotional codes is not permissible outside of the standard return timeframe stated in our terms and conditions.
  - 5.3 [mytheresa.com](http://mytheresa.com) reserves the right to cancel or block the promotion code, if deemed necessary due to legal reasons, for example, in case of loss or misuse of the promotion code. You will be informed immediately by [mytheresa.com](http://mytheresa.com) in the case of cancelling or blocking the promotion code.
  - 5.4 Return policy for orders purchased using a promotion code:

If you make use of legal right of return or our voluntary return policy, you will be reimbursed for the total amount of the returned items. If you are returning only one of the items from your order, the value of the promotion code will be adjusted accordingly, and only the amount relevant to the returned item will be refunded. The promotion code loses its validity proportionate to the worth of the returned item. If you are returning your complete order, the amount paid will be refunded in full, but the promotion code can no longer be applied to future purchases. Please note that promotion codes from sales campaigns cannot be replaced or refunded.

#### § 6 Storage of contract data

We store your order data. If you wish to print your order, you may do so by printing out an "acknowledgment of receipt". It will appear on your screen once you have submitted your order to us by clicking the "complete purchase" button and your credit card details have been verified.

In addition, you will receive an email order confirmation stating all details entered as well as the cancellation template, which can be printed.

#### § 7 Shipping & dispatch

1. Your package will be shipped with either DHL or UPS, depending on the final destination. In Germany you may choose DHL Standard, DHL Express, UPS Express, or UPS Standard as your preferred shipping method. [Mytheresa.com](#) is liable for any potential transport risks.

2. The goods will be ready for dispatch on or after the day following your order. Unless agreed otherwise, delivery will be made within 1 to 5 business days to the shipment address specified by customer, depending on the shipment method and place of delivery chosen. If payment in advance was chosen as a payment option, the goods will be dispatched only after the full purchase price has been credited to our account.

##### 3. Deliveries to non-EU destinations

###### 3a) Deliveries to Switzerland

Based on experience, deliveries to Switzerland take 1 to 3 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include value-added tax as applicable in Switzerland as well as customs and handling charges, but are exclusive of German value-added tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

###### 3b) Deliveries to Japan

Based on experience, deliveries to Japan take 2 to 5 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include value-added tax as applicable in Japan as well as customs and handling charges, but are exclusive of German value-added tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

###### 3c) Deliveries to the USA

Based on experience, deliveries to the USA take 1 to 3 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include customs and handling charges, but are exclusive of German value-added tax and US sales tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

3d) Deliveries to the Middle East

(GCC including: Bahrain, Kuwait, Oman, Qatar, U.A.E, Saudi Arabia)

Based on experience, deliveries to the Middle East take 1-4 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of customs duties and handling fees, but exclusive of German sales tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

3e) Deliveries to Hong Kong

Based on experience, deliveries to Hong Kong take 2-4 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of customs duties and handling fees, but exclusive of German sales tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

3f) Deliveries to Australia

Based on experience, deliveries to Australia take 2-5 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of customs duties, handling fees, and goods and services tax but exclusive of German sales tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

3g) Deliveries to Singapore

Based on experience, deliveries to Singapore take 2-4 business days. Please note that we bear the insurance costs of the merchandise as well as the costs for any accompanying documents. Product prices are shown inclusive of all taxes and handling fees but exclusive of German sales tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

3h) Deliveries to mainland China

Based on experience, deliveries to mainland China take 2 to 5 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include value-added tax as applicable in mainland China as well as customs and handling charges, but are exclusive of German value-added tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

3i) Deliveries to other destinations

Based on experience, deliveries to countries liable to customs duties take 2 to 5 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated are exclusive of value-added tax and customs duties, and are also exclusive of German value-added tax. Please note that DHL will charge all import sales taxes, customs duties and

handling charges separately for each country. For any questions about taxes and duties in your country please e-mail to our Customer Care Team: [customercare@mytheresa.com](mailto:customercare@mytheresa.com). Please note that you will be responsible for any banking charges as may be incurred in foreign countries.

In case of a return, customs duties, import sales taxes and DHL handling charges, will not be refunded.

#### 4. Shipping charges

Destination	Carrier	Shipping costs	Shipping times
Germany	—DHL Express	—19.00 EUR	—1-2 business da
Germany	—DHL Standard	—5.95 EUR	—1-3 business da
Germany	—UPS Express	—19.00 EUR	—1-2 business da
Germany	—UPS Standard	—5.95 EUR	—1-3 business da
Munich only	—Courier	—15.00 EUR	—3 hours max.
Austria	—UPS Express	—19.00 EUR	—1-2 business da
Austria	—UPS Standard	—9.00 EUR	—1-3 business da
Italy	—DHL Express	—19.00 EUR	—1-3 business da
Italy	—UPS Standard	—13.00 EUR	—1-4 business da
France	—DHL Express	—19.00 EUR	—1-2 business da
France	—UPS Standard	—13.00 EUR	—2-3 business da
Switzerland	—DHL Express	—25.00 CHF	—1-3 business da
UK	—DHL Express	—16.00 GBP	—1-2 business da
UK	—UPS Standard	—10.00 GBP	—1-3 business da
USA	—DHL Express	—25.00 USD	—1-3 business da
USA	—UPS Express	—25.00 USD	—1-2 business da
Japan	—DHL Express	—2,400 JPY	—1-4 business da
Middle East	—DHL Express	—20.00 EUR	—1-4 business da
Singapore	—DHL Express	—25.00 SGD	—2-4 business da
Hong Kong	—DHL Express	—200 HKD	—2-4 business da
China	—DHL Express	—25.00 EUR	—2-4 business da
Korea	—DHL Express	—20.00 EUR	—2-4 business da
Australia	—DHL Express	—20.00 AUD	—2-5 business da
Netherlands	—DHL Express	—19.00 EUR	—1-3 business da
Netherlands	—UPS Standard	—13.00 EUR	—2-3 business da
European Union	—DHL Express	—19.00 EUR	—1-3 business da
European Union (except Malta and Cyprus)	—UPS Standard	—13.00 EUR	—2-3 business da
Non-EU European countries	—DHL Express	—34.00 EUR	—1-4 business da
Other Regions of Europe (AD, GG, IM, JE, LI, NO)	—UPS Standard	—19.00 EUR	—2-4 business da
Other destinations	—DHL Express	—20.00 EUR	—2-4 business da

##### Courier:

15.00 EUR, only in the Munich municipal area and only if paid by credit card, same day delivery if ordered by 16:30 h CET, Mondays to Fridays (except public holidays).

Shipping charges will be incurred only once for deliveries in instalments.

#### § 8 Payment; default in payment; setoff; right of retention

##### 1. Accepted methods of payment

Please pay for your [mytheresa.com](http://mytheresa.com) order in South Korea by:

- PayPal
- Visa
- Visa Debit
- Master Card
- Master Card Debit
- American Express

To change your country of delivery, please click [here](#).

All payments and credit notes will be handled in the currency chosen for the purchase (see also currencies).

## 2. Payment using a Gift Card

2.1 When making a purchase using a Gift Card, simply enter the Gift Card code in the designated field checkout. Click on "add code" in the last step of the checkout. If the order amount exceeds the Gift Card balance, please select the payment method with which you wish to cover the remaining amount. If the Gift Card balance exceeds the order amount, you may use the same code for your next purchase. The amount remaining will be available until your credit balance has been used up completely. The disbursement of the remaining Gift Card balance is not possible.

## 3. Payment using a promotion code

3.1 When making a purchase using a promotion code, simply enter the promotion code in the designated field at checkout. Click on "add code" in the last step of the checkout. If the order amount exceeds the promotion code balance, please select the payment method with which you wish to cover the amount remaining.

## 4. Set-off

The customer is barred from a set-off if the counter claim has no legal backing, was not unanimously decided upon, and is not undisputed or if a separate claim for damages is covered in the same sales contract.

## 5. Right of retention for commercial transactions

In mercantile trade, the right to the retention of goods and a service disclaimer by the customer cannot be enforced, with the exception of undisputed, legally determined counter claims or claims for damage covered in the same sales contract.

### § 9 Retention of title

The goods delivered remain property of [mytheresa.com](#) until full payment has been made.

### § 10 Inquiries, complaints

For any inquiries about your order or complaints, please contact our Customer Care Team:

email: [customercare@mytheresa.com](mailto:customercare@mytheresa.com)  
phone: +49 89 1-27-69-5---10-0  
fax: +49 89 1-27-69-5---2-00

## § 11 Warranty

Claims based on defects in the delivered goods shall be governed by the applicable legal provisions, to the exception that any claims for damages relating to defects shall be subject exclusively to section 12 below.

## § 12 Liability

1. We accept unlimited liability for damage caused by intent or gross negligence. Our liability for breaches by ordinary negligence of any major obligations or secondary obligations whose breach puts achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper performance of the contract and whose fulfilment customer could reasonably rely upon ("essential obligation"), shall be limited to foreseeable damage characteristic for the contract. We accept no liability for any breach by ordinary negligence of contractual obligations which are not essential obligations.
2. Nothing in this shall prejudice our liability in the event of fraudulent concealment of defects or a guarantee as to quality, for claims based on the Product Liability Act, and for damage caused by injury to life, limb or health. This shall not entail a reversal of the burden of proof to customer's disadvantage.
3. Any exclusion or limitation of the liability of [mytheresa.com](http://mytheresa.com) shall extend also to the personal liability of its employees, members of staff, representatives and vicarious agents.

## § 13 Governing law, severability

1. All legal disputes arising out of or in connection with a purchase contract shall be governed exclusively by German law to the exclusion of the UN Sales Convention.
2. If any provision is invalid, nothing in this shall prejudice the validity of the remaining provisions hereof.