General Terms and Conditions

of FRILISA GmbH / ÄTELIER Schneiderei

Date: 01.01.2026

Important note on language

This English version is provided for convenience only. The German version is legally authoritative. In the event of inconsistencies, ambiguities or conflicts between the German version and any translation, the German version shall prevail.

1. Scope

These General Terms and Conditions apply to all contracts, orders, appointments and services between FRILISA GmbH, Uhlandstraße 130, 10717 Berlin, acting among other things under the brand FRILISA and under ÄTELIER Schneiderei, hereinafter referred to as "FRILISA", and its customers.

These Terms and Conditions apply in particular to made-to-measure garments, couture creations, bridalwear, eveningwear, alterations, fittings, repairs, refinements, consultations, design services, fittings, accessories and the sale of goods, fabrics or materials, insofar as these are offered by FRILISA.

Any deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if FRILISA has expressly agreed to their validity in writing or in text form.

Individual agreements, offers, order confirmations or written arrangements shall take precedence over these Terms and Conditions.

2. Inclusion of these Terms and Conditions

These Terms and Conditions become part of the contract if the customer is informed of them in a reasonable manner before or at the time of conclusion of the contract and is given the opportunity to take note of their content.

This may take place in particular by reference in the offer, in the order confirmation, during online appointment booking, during the online payment process, by e-mail, by link on the website, by notice in the atelier or by other provision in text form.

In the case of online appointment bookings, online payments or digital enquiries, inclusion may additionally take place by confirmation via checkbox or by a corresponding notice in the booking or payment process.

Individual agreements shall take precedence over these Terms and Conditions.

3. Contracting party

The contracting party is:

FRILISA GmbH
Uhlandstraße 130
10717 Berlin
Germany

Represented by: Viktor Fromm and Larissa Fromm
E-mail: info@frilisa.com
Telephone: +49 30 2000 56 01

Register court: Amtsgericht Charlottenburg, Berlin
Commercial register number: HRB 238322 B
VAT ID: DE352554701

4. Special provisions for entrepreneurs, legal entities under public law and special funds under public law

If, at the time of conclusion of the contract, the customer acts as an entrepreneur, merchant, legal entity under public law or special fund under public law, the following supplementary provisions shall apply.

Consumer protection provisions, in particular withdrawal rights for consumers, shall not apply in this case.

The customer is obliged to inform FRILISA already at the time of enquiry, appointment booking or placing of the order if the order is placed for a company, a commercial activity, a self-employed professional activity, a public institution or a special fund under public law.

For entrepreneurs, FRILISA may agree on offers, payment terms, deposits, cancellation periods, delivery times, usage rights, purposes of use and liability issues on an individually deviating basis.

If the customer is a merchant and the transaction constitutes a mutual commercial transaction relating to goods, the statutory inspection and notification obligations pursuant to Section 377 of the German Commercial Code shall apply.

5. Services provided by FRILISA

FRILISA offers in particular the following services:

a) made-to-measure and couture creations of garments, bridalwear, eveningwear, occasionwear, stagewear and individual pieces;
b) alterations, fittings, repairs and refinements of garments and textiles;
c) consultation on style, fit, cut, material, colour, execution and craftsmanship;
d) design, pattern development, draping, cutting, production and artisanal execution;
e) production and alteration of accessories;
f) sale of finished goods, individual pieces, fabrics, materials or accessories, insofar as offered;
g) other atelier, tailoring and couture services by individual agreement.

The specific scope of services shall be determined by the relevant offer, order confirmation, written communication, appointment arrangement or individual agreement made in the atelier.

6. Offers, cost estimates and conclusion of contract

Unless expressly designated as binding, offers by FRILISA are non-binding and subject to change.

Cost estimates are based on the effort identifiable at the time of consultation or preparation of the offer. In the case of made-to-measure garments, couture work, alterations and repairs, the actual effort may only be finally determined after detailed inspection, fitting, material selection, pattern development or commencement of work.

A contract is concluded when FRILISA expressly accepts the order, when an offer is confirmed by the customer, when an order confirmation is issued, when a deposit is paid or when FRILISA begins performance with the customer's consent.

The presentation of services, images, prices, examples or appointment types on the website, on social media, in the online booking system or in advertising materials does not constitute a binding offer to conclude a contract unless expressly stated otherwise.

7. Online appointment booking via eTermin, SumUp or comparable systems

FRILISA may offer customers the possibility to book appointments online via booking systems such as eTermin, SumUp or comparable services, via the website, via booking links and, where applicable, via social media channels, Google or comparable platforms.

Online appointment booking initially serves to reserve a consultation, meeting, fitting, drop-off, collection or service appointment. Booking an appointment does not yet create a contract for a made-to-measure garment, alteration, repair, couture service, consultation service or other work service, unless this is expressly stated during the booking or individually agreed.

An order for a made-to-measure garment, alteration, repair, couture service or other work service is only concluded when FRILISA expressly accepts the order, an offer is confirmed, an order confirmation is issued, a deposit is paid or FRILISA begins performance with the customer's consent.

The appointment types displayed during online appointment booking serve to organise the customer's request. They do not constitute a final service description or a binding price offer unless a price or chargeable service is expressly stated.

The customer is obliged to provide accurate contact details when booking the appointment and to ensure that appointment confirmations, reminders, enquiries, change notifications or cancellation information can be received.

Automatic appointment confirmations and reminders constitute an additional service. The customer remains responsible for attending the booked appointment regardless of whether a reminder is received.

8. Preparation and cooperation at appointments

The customer undertakes to bring to consultations, fittings and meetings all items relevant to fit and execution. These include, in particular, suitable shoes, appropriate underwear, accessories, existing garments, fabrics, samples, templates or other materials, insofar as these are required for the order.

For bridal gowns, evening gowns, made-to-measure garments and close-fitting alterations, shoes and underwear are particularly relevant for the subsequent fit. If these are not brought along or are changed later, this may affect the fit and require additional fittings or alterations.

If documents, garments, materials or information required for the appointment are missing, FRILISA may reschedule the appointment or charge separately for the resulting additional effort, insofar as this is reasonable and legally permissible.

9. Cancellation and rescheduling of appointments

Unless otherwise stated for the respective appointment type, appointments may be cancelled or rescheduled free of charge up to 24 hours before the agreed appointment.

Cancellation or rescheduling may take place via the link contained in the appointment confirmation, by e-mail or by telephone. Timely receipt of the notification by FRILISA shall be decisive.

For particularly extensive consultation, couture, bridalwear, fitting or reservation appointments, FRILISA may provide for a longer cancellation period, a deposit or an appointment reservation fee. Such a provision shall only apply if it was expressly communicated before booking or when arranging the appointment.

10. Late arrival, no-show and short-notice cancellation

If the customer arrives late for an appointment, there is no entitlement to an extension of the appointment. FRILISA is entitled to conduct the appointment only within the originally reserved time if subsequent appointments or operational processes require this.

If the appointment can no longer reasonably be carried out due to significant lateness, FRILISA may reschedule the appointment. Any effort already incurred may be charged insofar as legally permissible.

If the customer does not appear at the agreed appointment without timely cancellation or if an appointment is cancelled less than 24 hours before the start of the appointment, FRILISA reserves the right to require a deposit, appointment reservation fee or individual appointment confirmation for future booked appointments.

A cancellation fee shall only be charged if it was expressly and transparently stated and agreed before booking or arranging the appointment. The amount of the cancellation fee shall be determined by the respective appointment type, the booked appointment or the individual agreement.

FRILISA shall take into account saved expenses and the possibility of allocating the appointment elsewhere. The customer expressly retains the right to prove that FRILISA incurred no loss or a significantly lower loss.

No cancellation fee shall be charged if the customer was unable to attend the appointment for good cause and informed FRILISA without delay. Good cause includes in particular force majeure, sudden illness, accident or comparable unforeseeable events.

11. Cancellation or rescheduling by FRILISA

FRILISA is entitled to reschedule or cancel appointments for good cause, in particular in the event of illness, force majeure, operational reasons, material delays, technical disruptions or if the proper execution of the appointment is not possible for other reasons.

In this case, FRILISA shall, where possible, offer a replacement appointment. Further claims shall exist only in accordance with statutory provisions.

12. Prices and additional effort

Unless otherwise stated, all prices are in euros and include statutory VAT.

The price depends on the agreed scope of services, the actual work involved, the selection of materials, the complexity of execution, the number of fittings, the urgency and the customer's individual wishes.

Additional effort may arise in particular due to:

a) subsequent change requests;
b) changed design decisions;
c) additional fittings;
d) short-notice appointments or urgent orders;
e) special material procurement;
f) weight fluctuations or changed body measurements;
g) different shoes, underwear or accessories than at the fitting;
h) special processing techniques, handwork, embroidery, appliqués or refinements;
i) more difficult processing of third-party or delicate materials.

FRILISA shall inform the customer of identifiable additional effort as soon as it becomes foreseeable. Subsequent change requests that go beyond the originally agreed scope of services shall be remunerated separately.

13. Deposit and payment

For made-to-measure garments, couture work, special productions, extensive alterations, material orders, urgent orders, consultation services or reserved production times, FRILISA may require a deposit.

The amount of the deposit shall be determined by the respective offer, order confirmation or individual agreement.

For high-value, particularly complex, material-intensive or urgent orders, FRILISA may require a deposit of 50% to 70% of the agreed or estimated total price. In such cases, the deposit may amount to at least EUR 1,000, provided that this is expressly stated in the offer, order confirmation or individual agreement.

For larger couture, made-to-measure or project orders, FRILISA may agree on payment in instalments. The specific payment structure shall be stated in the offer, order confirmation or individual agreement. A typical payment structure may in particular provide for: 60% upon placing the order, 20% after the first or second fitting or a comparable project milestone, and 20% upon acceptance, collection or before shipment.

The deposit and any instalment payments shall be credited against the final price. They are not flat-rate cancellation fees.

Amounts below EUR 1,000 may be required by FRILISA as advance payment, provided this is agreed when placing the order or stated in the offer.

The remaining amount is due at the latest upon acceptance, collection or before shipment, unless otherwise agreed.

FRILISA is entitled to procure ordered materials, fabrics, appliqués, special accessories or third-party services only after receipt of the agreed deposit, instalment payment or advance payment.

The payment methods offered by FRILISA shall be accepted. These may include in particular card payment, bank transfer, instant bank transfer, online payment or payment via external payment service providers.

Cash payment is not offered as a regular payment method, but may be accepted in exceptional cases by prior agreement.

In the event of default in payment, the statutory provisions shall apply.

14. Online payment, reservation fees and chargeable consultations

Where chargeable consultations, deposits, appointment reservation fees, advance payments or other services are booked or paid for via eTermin, SumUp or another online system, the prices, service descriptions, payment terms and withdrawal information displayed during booking or payment shall apply in addition.

The booking or payment of a consultation appointment does not replace an individual offer for a later made-to-measure garment, alteration, repair or couture service.

If an appointment reservation fee, deposit or advance payment is agreed, it shall be stated during booking or payment whether and to what extent it will be credited against a later order.

Payment processing may be carried out via external payment service providers. The terms and privacy notices of the respective payment service provider may also apply to payment processing, insofar as they are effectively included.

15. Consultation, design, pattern development and intellectual property

Consultations, sketches, designs, pattern concepts, patterns, base patterns, model patterns, drapings, sample developments, material research, technical drawings, measurement tables, processing samples, digital files, moodboards and other creative, technical or artisanal preliminary work may be charged separately if agreed or if this results from the order.

Designs, sketches, illustrations, patterns, base patterns, model patterns, drapings, prototypes, technical drawings, processing concepts, production documents, digital files, image concepts, moodboards, texts, music ideas, video concepts, campaign ideas, templates, working methods and other creative, technical or artisanal preliminary work remain, to the extent legally permissible, the intellectual property, know-how and trade secret of FRILISA, unless otherwise agreed in writing.

The customer receives the finished work or the expressly agreed service. A transfer or release of patterns, cuts, base patterns, model patterns, pattern files, design files, technical documents, construction documents, measurement tables, production templates, moodboards, image files, work documentation or other internal documents shall only take place if expressly agreed in writing.

Payment for a consultation, design, made-to-measure garment, alteration, fitting or finished garment does not include the transfer of copyrights, design rights, usage rights, trademark rights, trade secrets or other rights in the underlying designs, patterns, working documents, designs, images, texts, music pieces, videos or concepts, unless expressly agreed otherwise.

The customer is not entitled to reproduce, have reproduced, commercially use, publish, pass on to third parties or use for their own commercial purposes any designs, sketches, patterns, cuts, technical documents, photos, visualisations, moodboards, designs or other creative content of FRILISA without consent.

FRILISA remains entitled to reuse general design principles, pattern techniques, artisanal methods, processing techniques, stylistic elements, ideas, experience and know-how from its own work also for later projects, collections and customers, provided that no personal data, confidential information or expressly exclusive rights of the customer are infringed.

Where FRILISA creates designs, images, videos, texts, music, campaign materials or concepts for entrepreneurs, brands, agencies, productions, public institutions or other business customers, usage rights shall only be granted to the extent expressly agreed in writing. Without an express agreement, use is limited to the contractual purpose evident in each case.

Exclusive use, blocking, assignment or transfer of certain designs, concepts, cuts, patterns, usage rights or rights requires an express written agreement and may be remunerated separately.

16. Taking measurements, fit and body changes

For made-to-measure garments, alterations and fittings, the customer's cooperation is required.

The fit is developed on the basis of the body measurements existing at the time of measurement or fitting, the shoes, underwear and accessories brought along and the agreed design.

Changes in body measurements, weight fluctuations, pregnancy, changed shoes, different underwear, changed posture, different styling decisions or later change requests may affect the fit.

Additional work required due to such changes may be charged separately.

FRILISA may recommend or require several fittings for an optimal fit. If recommended fittings are not attended or decisions are made late, this may affect completion.

17. Materials, fabrics and material procurement

Fabrics, lace, tulle, silk, appliqués, pearls, sequins, buttons, resin elements, ribbons and other materials may have natural or manufacturing-related variations in colour, structure, sheen, thickness, pattern placement or feel.

Slight deviations between fabric samples, photos, digital representations, sketches and the finished work do not constitute a defect insofar as they are typical of the material, caused by handwork or customary for couture and made-to-measure work.

Material availability may change at short notice. If a desired material is not available or not available in time, FRILISA shall inform the customer and, where possible, suggest alternatives.

Specially ordered, cut or individually procured materials may, after the order has been placed, be impossible or only possible to cancel or return to a limited extent.

18. Materials provided by the customer

If the customer provides their own fabrics, garments, appliqués, lace, buttons, accessories or other materials, FRILISA shall inspect them only by way of artisanal visual inspection.

FRILISA assumes no guarantee for material properties, durability, colourfastness, cleanability, shrinkage behaviour, tear resistance, age condition, processing risks or hidden pre-existing defects of third-party materials, unless such properties have been expressly guaranteed by FRILISA.

If a material provided by the customer proves to be unsuitable, delicate, damaged or problematic during processing, FRILISA shall inform the customer. Additional effort may be charged separately.

FRILISA shall only be liable in accordance with statutory provisions for damage attributable to unsuitable, pre-damaged, aged or improperly stored materials of the customer.

19. Handwork, couture character and design deviations

FRILISA performs many services by hand or in artisanal production steps. Small irregularities, slight differences in hand-applied appliqués, embroidery, pearls, sequins, drapings, folds, seams or refinements are an expression of artisanal production and do not constitute a defect, provided that they do not impair the agreed quality and usability.

In couture work, unique pieces and artistic individual items, the final effect may develop further during production, draping or fitting. Design adjustments serving fit, wearability, structure, material effect or overall aesthetics are permissible, provided they correspond to the agreed character of the order.

20. Subsequent change requests

Subsequent change requests by the customer are possible insofar as they are technically, time-wise and aesthetically feasible.

Change requests that go beyond the originally agreed scope of services shall be remunerated separately. This applies in particular to design changes, additional drapings, different lengths, additional appliqués, changed necklines, different sleeves, additional refinements or new fit requests.

Change requests may delay completion. FRILISA shall inform the customer if this significantly affects deadlines or costs.

21. Production times and deadlines

Completion times depend on the scope of services, material availability, number of fittings, attendance of appointments, change requests and atelier capacity.

For made-to-measure garments, the production time is generally approximately 4 to 6 weeks, unless otherwise agreed. The actual duration may vary depending on material availability, complexity and appointment attendance.

Completion dates are binding only if expressly agreed as binding. Otherwise, they are estimated dates.

Compliance with deadlines requires that the customer cooperates in good time, attends fittings, makes decisions, makes payments and provides required materials or information.

In the event of force majeure, illness, delivery delays, supplier failure, technical disruptions or other circumstances for which FRILISA is not responsible, the production time shall be extended appropriately.

For particularly short-notice or urgent orders, FRILISA may charge an urgency surcharge, provided this has been agreed in advance.

22. Acceptance, final fitting and collection

Acceptance generally takes place at the final fitting, upon collection in the atelier or upon handover of the finished work.

The customer is obliged to accept the contractually produced work unless there are material defects.

Obvious change requests, identifiable deviations or fit issues should be raised at the final fitting or upon collection so that FRILISA can examine them immediately. Statutory defect rights remain unaffected.

If a finished garment or work is not collected despite notification, FRILISA may charge storage costs after setting a reasonable deadline, insofar as these are reasonable and announced. Statutory rights are reserved.

23. Shipping

Collection in the atelier is the standard procedure. Shipping shall only take place by separate agreement.

Shipping costs shall be borne by the customer unless otherwise agreed.

For consumers, the risk of accidental loss or accidental damage shall pass only upon handover to the customer, unless otherwise provided by law.

FRILISA may require full payment of the outstanding invoice amount before shipment.

24. Retention of title and right of retention

Until full payment has been made, delivered goods remain the property of FRILISA, insofar as legally permissible.

FRILISA may refuse to release completed work until payment of due remuneration, insofar as a statutory right of retention exists.

In the case of garments, fabrics or materials owned by the customer, the customer's ownership remains unaffected.

25. Termination or cancellation of the order by the customer

The customer may terminate a contract for work in accordance with statutory provisions.

In the event of termination, FRILISA may demand the agreed remuneration, but must credit saved expenses and any other acquisition in accordance with statutory provisions.

Special materials already procured, work already begun, designs, consultations, pattern developments, cuttings, fittings and other services rendered up to the time of termination may be charged according to the actual status.

Individually ordered, cut or otherwise unusable materials may be handed over to the customer upon request, provided that they have been paid for in full and no third-party rights conflict.

26. Defect rights

Statutory defect rights apply.

For work services, in particular made-to-measure garments, alterations, fittings, repairs, refinements, design services and other atelier or couture services, the customer's rights in the event of defects shall be governed by the statutory provisions of German law on contracts for work.

In the case of justified defects in a work service, FRILISA initially has the right to subsequent performance. Subsequent performance may, at FRILISA's choice, be carried out by rectification or new production, insofar as this is legally permissible and reasonable.

For purchase contracts for goods, in particular finished individual pieces, accessories, fabrics, materials or other delivered goods, FRILISA shall be liable for material and legal defects in accordance with the statutory provisions of German sales law. In the case of purchase contracts, the type and scope of subsequent performance shall be governed by statutory provisions.

In particular, the following shall not constitute a defect:

a) subsequent changes in body measurements;
b) changed underwear, different shoe height or different styling basis;
c) improper cleaning, storage or treatment;
d) damage caused by third parties;
e) material-typical properties;
f) slight artisanal deviations in unique pieces, provided that the agreed quality is not impaired;
g) problems attributable to unsuitable materials provided by the customer, unless FRILISA expressly guaranteed their suitability;
h) deviations expressly agreed or accepted upon acceptance;
i) minor deviations in colour, structure, sheen, pattern placement or feel, insofar as these are typical of the material, caused by handwork or customary for the respective goods.

The customer should notify complaints as promptly as possible so that examination and, where applicable, rectification can take place.

If the customer is an entrepreneur and the contract concerns the delivery of goods, the limitation period for defect claims for newly manufactured goods shall be one year from delivery, insofar as legally permissible.

For used goods delivered to entrepreneurs, rights and claims due to defects are excluded, insofar as legally permissible.

The above reductions of limitation periods and limitations of liability do not apply in cases of intent, gross negligence, injury to life, body or health, fraudulent concealment of a defect, assumption of a guarantee, claims for damages and reimbursement of expenses, and in all cases in which a limitation is legally inadmissible.

If a manufacturer's guarantee or separate guarantee declaration exists for individual goods, its content and scope shall be determined exclusively by the respective guarantee declaration. Statutory defect rights remain unaffected.

If goods are shipped and show obvious transport damage upon delivery, FRILISA asks the customer to inform FRILISA as promptly as possible and, where possible, to report the damage to the carrier. This is not a prerequisite for asserting statutory or contractual defect rights.

27. Care, cleaning and use

Recommendations regarding care, cleaning, storage or transport are given to the best of FRILISA's knowledge, but do not replace an assessment by a specialised cleaner.

Delicate couture fabrics, silk, lace, tulle, pearls, sequins, resin details, hand-applied appliqués or special refinements may require particular care.

The customer is obliged to carefully observe care instructions and to treat the garment properly.

FRILISA shall not be liable for damage caused by improper cleaning, incorrect ironing, incorrect storage, moisture, perfume, make-up, deodorant, mechanical stress, improper transport or improper use.

28. Right of withdrawal for consumers

For contracts concluded exclusively in the atelier or in the business premises of FRILISA, there is generally no statutory right of withdrawal.

For distance contracts or contracts concluded away from business premises, consumers may have a statutory right of withdrawal.

In particular, under statutory provisions, there is no right of withdrawal for goods that are not prefabricated and for the production of which an individual choice or decision by the consumer is decisive or which are clearly tailored to the consumer's personal needs. This applies in particular to made-to-measure garments, couture unique pieces, individually altered garments and special productions, insofar as the statutory requirements are met.

For alterations, repairs, consultations or other services, a right of withdrawal may exist if the contract was concluded at a distance or away from business premises and no statutory exception applies.

If FRILISA begins performance during the withdrawal period at the express request of the customer, the customer may owe compensation for the value of the service provided up to the withdrawal, insofar as the statutory requirements are met.

A separate withdrawal instruction and, where applicable, a model withdrawal form shall be provided insofar as a statutory right of withdrawal exists.

If consumers conclude a distance contract subject to withdrawal via an online interface of FRILISA, FRILISA shall provide an electronic withdrawal function insofar as legally required. This function does not apply to a mere online appointment reservation if no contract subject to withdrawal is concluded by the appointment reservation.

29. Vouchers

Vouchers may be redeemed for services or goods of FRILISA, unless otherwise stated on the voucher.

Cash payment is excluded unless mandatory statutory provisions provide otherwise.

Vouchers are transferable unless they have been expressly issued to a specific person.

The statutory provisions apply to the limitation period for vouchers unless a valid deviating voucher provision is stated on the voucher.

30. Photos, references, social media and AI-assisted media editing

FRILISA may create, edit, retouch, combine, extend or alter its own images, videos, music, texts, designs, moodboards, sketches, presentations, social media content, campaign materials and other creative content as required, also using digital tools and AI-assisted applications.

This may in particular concern the editing of product images, garments, fabrics, showroom scenes, designs, campaign motifs, music pieces, videos, reels, moodboards, illustrations, visualisations or other marketing and presentation materials.

AI-assisted edits may be used, among other things, for retouching, colour correction, background design, image composition, generation of inspiration images, creation of music or video concepts, style development, visualisation of designs or preparation of marketing content.

Insofar as customers, fittings, personal characteristics, voices, names or other identifiable personal content are concerned, FRILISA shall use these only with appropriate separate consent or on another legal basis.

Photos, videos or other content in which customers are recognisable or from which conclusions can be drawn about a specific person shall be used for reference, portfolio, social media, print, press, advertising or marketing purposes only with appropriate separate consent.

Such consent may in particular cover use on the FRILISA website, in online presences, on social media channels, in print media, lookbooks, presentations, advertisements, press materials, portfolio documentation, campaign materials and other marketing measures. The specific scope shall be determined by the consent granted in each case.

This applies regardless of whether the photo or video material was created by FRILISA or transmitted, uploaded, sent by e-mail, messenger, social media or otherwise provided to FRILISA by the customer.

Photos of anonymised detail work, materials, seams, embroidery, appliqués, artisanal processes, fabrics, cut details or non-personal workshop and product details may be used for portfolio, documentation, presentation or marketing purposes, provided that no legitimate interests of the customer conflict.

AI-assisted visualisations, moodboards, design images, campaign images or inspiration materials serve, unless expressly agreed otherwise, creative representation, inspiration, planning or presentation. They do not constitute a binding assurance that a later garment, production, material, colour, fit or workmanship will exactly correspond to the visualisation.

When using AI-assisted tools, FRILISA takes care to observe third-party rights, personality rights, copyrights, trademark rights and data protection provisions. The customer warrants that they are entitled to transmit photos, videos, music, texts, logos, trademarks, templates or other content to FRILISA for processing or use, insofar as such content is provided to FRILISA.

Where legally required, FRILISA shall label AI-generated or materially AI-edited content as such. This applies in particular where image, audio or video content has been artificially generated or manipulated and could give the impression of being authentic.

Consent granted for the use of personal content may be withdrawn in accordance with statutory provisions at any time with effect for the future. The lawfulness of processing carried out up to the withdrawal remains unaffected.

31. Data protection

FRILISA processes personal data exclusively in accordance with statutory data protection provisions.

For online appointment booking, payment processing, appointment management or digital communication, FRILISA may use external service providers, in particular eTermin, SumUp or comparable providers. Information on the processing of personal data in connection with appointment booking, communication, order fulfilment and payment can be found in FRILISA's privacy policy.

For the creation, editing or management of images, videos, audio files, texts, designs or other creative content, FRILISA may use digital tools and AI-assisted applications. Insofar as personal data is processed in this context, this shall take place in accordance with the privacy policy and the applicable data protection provisions.

32. Liability

FRILISA shall be liable without limitation in cases of intent, gross negligence, injury to life, body or health and in accordance with mandatory statutory provisions.

In cases of slight negligence, FRILISA shall be liable only in the event of a breach of material contractual obligations. In this case, liability shall be limited to the foreseeable, contract-typical damage.

Liability for damage to garments, fabrics or materials handed over by the customer shall be governed by statutory provisions.

FRILISA assumes no liability for existing, hidden or material-related damage unless caused by FRILISA.

33. Consumer dispute resolution

FRILISA is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board, unless there is a statutory obligation to participate.

FRILISA regularly employs no more than ten persons. If FRILISA becomes legally obliged in the future or voluntarily undertakes to participate in dispute resolution proceedings before a consumer arbitration board, FRILISA shall provide information in accordance with the statutory information obligations.

Note: The former European Online Dispute Resolution platform has been discontinued. A corresponding link is therefore no longer provided.

34. Applicable law, place of performance and jurisdiction

The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods, insofar as no mandatory consumer protection provisions conflict.

For customers who are consumers, the statutory places of jurisdiction shall apply.

If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Berlin.

In this case, FRILISA shall also be entitled to sue the customer at the customer's general place of jurisdiction.

The place of performance for deliveries, services and payments shall be, insofar as legally permissible, the registered office of FRILISA in Berlin.

35. Amendments to these Terms and Conditions and to the services offered

FRILISA may amend or update these Terms and Conditions with effect for future contracts, orders and appointment bookings.

For contracts already concluded and orders already placed, the Terms and Conditions effectively included at the time of the respective conclusion of contract shall generally apply, unless a deviating agreement is expressly made or a statutory change mandatorily requires otherwise.

FRILISA reserves the right to adapt these Terms and Conditions or individual organisational processes if this is required or appropriate due to statutory changes, new case law, official or judicial requirements, technical developments, new or changed services, changed booking processes or other objective reasons.

Such changes shall not apply to already agreed main performance obligations, prices, production content or material contractual terms of an ongoing order unless the customer expressly agrees to the change or the change is legally permissible.

Insofar as changes affect an ongoing contractual relationship, FRILISA shall inform the customer in good time in text form about the content and date of the change. In the case of material changes that may alter the existing contractual relationship to the detriment of the customer, FRILISA shall obtain express consent insofar as legally required.

Rights of the customer under existing contracts, in particular statutory defect rights, withdrawal rights or termination rights, remain unaffected.

36. Final provisions

Should individual provisions of these Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

The statutory provisions shall apply in place of the invalid provision.

Individual agreements between FRILISA and the customer shall always take precedence over these Terms and Conditions. For evidentiary reasons, FRILISA recommends recording individual agreements in text form.