

2022 - ALL YOU NEED IN SPORTS

T E R M S & C O N D I T I O N S

GENERAL

Our terms and conditions of delivery and payment shall apply to all delivery and commercial transactions carried out by us exclusively to merchants and resellers. Even if we do not expressly object to deviating terms and conditions of our customers, these shall not be deemed to be accepted by us unless they have been expressly confirmed by us.

PRICES

Please ask for our separate price list. All old prices lose their validity with the publication of this catalogue.

PAYMENT

Within 10 days 3% discount, 30 days net. Cash on delivery shipments are made without discount. Payment shall only be deemed to have been made when we have irrevocably received the amount due. First orders will only be delivered by advance payment or cash on delivery. In the case of new customers, further deliveries shall only follow after settlement of the last invoice. A value date for the invoice is only possible in exceptional cases and with our express confirmation. Value-dated invoices are payable on the due date without discount. Credit notes granted by us shall in principle only be settled by delivery of goods.

DEFAULT OF PAYMENT

In the case of payments after the due date, interest on arrears will be charged from the due date at a rate of 6% above the current account interest rate. All our claims are then due and must be paid immediately. From the 2nd reminder we charge a reminder fee of a flat rate of EUR 5 + VAT. Additional costs will be charged for bank debits that are not honoured.

PLACE OF PERFORMANCE AND COURT OF JURISDICTION IS SYKE.

DELIVERY PERIOD

Unless otherwise agreed, immediately within the quantities in stock. We shall endeavour to meet the agreed delivery dates to the best of our ability. Non-compliance does not entitle the customer to make any claims for damages. If the non-observance of the delivery date is due to force majeure, e.g. epidemics or pandemics, strike, lockout or official orders, operational disruptions, import blocks, the deli-

very dates shall be extended accordingly.

SHIPPING, PACKAGING AND DELIVERY

Shipping is always at the risk of the buyer. With the delivery to the respective delivery service, or at the latest when the goods leave our warehouse, the deterioration is transferred to the buyer. The minimum order value is EUR 150.00. We reserve the right to choose the transport. If a transport route other than the one chosen by us is suggested, the respective additional costs shall be borne by the buyer. In order to partially cover the shipping costs, we charge for each delivery within Germany (except for backorder deliveries), we charge a flat rate of EUR 15.00. In the case of cash on delivery, there is a surcharge of EUR 6.50. Deliveries abroad are subject to agreement. The pallet quantities are based on a Euro pallet with a pallet height of 180 cm incl. pallet height.

RETENTION OF PROPERTY

All goods remain our unrestricted property until full payment of our entire claim and are subject to unseizability. If the goods are resold, the resulting claim against the third party shall be deemed to be transferred to us. A special agreement in individual cases is not required. In the event of access by third parties to the goods subject to retention of title or to the claims assigned therefrom, the buyer shall notify us immediately by registered letter. We undertake to release the securities to which we are entitled in accordance with the above provisions at our discretion at the request of the buyer to the extent that their value exceeds the claims to be secured by more than 20%.

ORDER CANCELLATIONS AND RETURNS

are subject to our prior consent. Excluded from this are custom-made products.

WARRANTY AND LIABILITY

We guarantee that our products are free from manufacturing and material defects. The statutory warranty period applies. Complaints can only be made if supporting documents are enclosed. In the event of justified complaints, we shall be entitled, at our discretion, to subsequent performance in the form of rectification of defects or delivery of goods free of defects. If the supplementary performance fails, the customer shall be

entitled, at his option, to demand withdrawal from the contract or a reduction in the purchase price. We do not assume any warranty for damage caused by the following reasons: natural wear and tear, faulty handling, unsuitable operating materials, replacement materials, unsuitable or improper use, faulty assembly or commissioning by the buyer or third parties. Further claims of the buyer, in particular a claim for compensation for consequential harm caused by a defect, are excluded.

DAMAGE

Obvious transport damage must be noted with the carrier or parcel service directly upon delivery on the accompanying documents or on the mobile recording device.

A „mere receipt“ leads to the loss of all claims and certifies a correct delivery without defects.

The complaint period for hidden defects is 10 days after receipt of goods. All claims for damages that go beyond the direct replacement of goods are excluded. In the case of justified complaints, it is up to us to deliver a replacement, to repair the goods or to credit the value of the goods or a partial value. Articles which are the subject of a complaint are to be returned to us postage paid - after obtaining our consent prior to return.

In order to avoid incorrect or short deliveries, each consignment will be checked twice by us. Any differences found are to be reported to us immediately after arrival of the goods for our inspection and can only be compensated by our credit notes. Deductions from our invoices or offsets are not permitted.

WE RESERVE THE RIGHT TO MAKE CHANGES IN PRICE AND EXECUTION.

DATA STORAGE

The customer acknowledges that we store all data of the buyer necessary due to the contractual relationship for the purpose of automatic and manual data processing. The buyer waives the right to a special notification according to the Federal Data Protection Act. The customer agrees to receive special promotions by e-mail or post.