

## **General Terms and Conditions**

### **1. Scope**

The following T&Cs apply to all orders placed via our online shop.

These T&Cs also apply to businesses for future commercial relations without the need for any formal expression thereof. Unless expressly approved by us to the contrary, we cannot accept the contractual validity of any conflicting or complementary general terms and conditions used by any business.

### **2. Contractual partner, formation of contract**

The purchase contract is concluded with Action Sports SPRL.

The display of products within the online shop constitutes a binding offer on our part to enter into a contract vis-à-vis the items. You may place our products in your basket without obligation and amend your entries at any time prior to submitting a binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in your basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

### **3. Contract language, saving of the contract text**

The languages available for concluding the contract are English.

We save the text of the contract and forward the order data and our T&Cs to you by e-mail. You may also view and download the T&Cs from this page at any time. Your previous orders cannot be accessed via the internet for security reasons.

### **4. Delivery conditions**

Delivery costs are added to the product prices as displayed. Delivery charges are explained within individual product offers.

We only dispatch goods en route; pick up by the customer is not possible.

We do not deliver to post boxes.

### **5. Payment**

The following payment methods are basically available in our online shop.

Unless otherwise agreed, all payments to the Seller shall be made either by direct debit or by wire transfer (at the Buyer's cost).

### **6. Retention of title**

The goods shall remain our property until full payment is made.

For businesses, the following additionally applies: We reserve ownership of the goods until complete settlement of all claims from our ongoing business relationship. You are permitted to sell on reserved goods in the ordinary business operation; you shall assign all claims arising from this onward sale - regardless of connecting or mixing of the reserved goods with a new item - in the amount of the invoice amount to us in advance, and we accept this assignment. You remain authorised to collect the claims; however, we are also permitted to collect ourselves, should you fail to fulfil your payment obligations.

### **7 Damage during delivery**

For consumer the following applies:

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way

affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to press our own claims against the carrier or transport insurer.

Applicable to businesses:

The risks of accidental loss or deterioration of the goods will transfer to you once we have submitted the item to the haulier, carrier or other contractor for forwarding to the defined person or establishment. "Kaufleute" as defined by the German Commercial Code (HGB) are subject to the inspection and notification requirements set out in § 377 HGB: The purchaser must examine the goods immediately after their delivery by the vendor, as far as this is practicable in the ordinary course of business, and upon the discovery of any defect must immediately give notice thereof to the vendor. Should you fail to comply with the instructions set out therein; the goods will be deemed to have been approved unless the defect was not detectable on inspection. This shall not apply if a given defect has been concealed by us deceitfully.

## **8. Warranty and guarantees**

We are under a legal duty to supply products that are in conformity with this contract.

For consumers, statutory warranty rights governed by the law of the country where the consumer has his habitual residence apply.

For businesses, the limitation period for claims for defects is one year from transfer of risk; the statutory limitation periods for the recourse claim under Section 478 BGB [German Civil Code] remain unaffected. With respect to businesses, only our own information and the manufacturer's product descriptions, which have been included in the contract, are regarded as the agreement regarding the quality of the goods; we assume no liability for public statements of the manufacturer or other advertising statements. If the delivered item is defective, we may initially choose, with respect to entrepreneurs, whether we will provide supplementary performance by rectifying the defect (repair) or by delivering a non-defective item (replacement delivery), at our discretion.

The aforementioned restrictions and shortened time limit do not apply to claims for damages, which have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty, as well as fraud
- for breach of material contractual obligations, the fulfilment of which make the proper execution of the contract possible at all and which the contracting parties may generally rely on and trust in being complied with
- within the context of a guarantee commitment, where agreed.

Information on any additional guarantees and their precise conditions that may apply can be found next to the product and on specific information pages in the shop, if applicable.

Complaints can be submitted by consumers and businesses:

- in writing to: Action Sports SPRL, Rue Mitoyenne 295, 4840 Welkenraedt, Belgium
- by e-mail to the following address: [info@actionsports.be](mailto:info@actionsports.be)

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address given above. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

Customer service: Our customer service is available for queries, complaints and claims Mondays to Fridays 8.30 a.m. to 5 p.m. via phone at +32 (0) 87 89 97 70 as well as via email at [info@actionsports.be](mailto:info@actionsports.be).

## **9. Liability**

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

#### **10. Online dispute resolution**

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>.

In order to settle disputes arising from a contractual relationship with a consumer or from whether such a contractual relationship exists at all, we will participate in dispute settlement proceedings before a consumer dispute resolution body. The competent body in this matter is: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburgerstraße 8, 77694 Kehl am Rhein, Germany, <http://www.verbraucher-schlichter.de>.

#### **11. Final provisions**

If you are a business, German law applies, to the exclusion of the UN Sales Convention.

If you are a "Kaufmann" within the meaning of the German Commercial Code (HGB), public-law legal entity or special public-law fund, the exclusive legal jurisdiction for all disputes from contractual relationships between us and you is our registered office.