

Terms and conditions

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General Terms and Conditions of Business (GTCB)

GTCB

General Terms and Conditions of Business & Customer Information

Contents

A. General Terms and Conditions of Business

1. Scope of validity

2. Conclusion of contracts

3. Prices and terms of payment

4. Delivery and shipping terms

5. Liability for defects

6. Applicable law; Place of jurisdiction; Contractual language

7. Retention of title

8. Membership of SportSpar-DealClub

9. Information on online dispute resolution

10. Other provisions

11. Concluding provisions

11. Additional country-specific terms and conditions

B. Customer Information

1. Information regarding the Seller's identity
2. Information regarding essential characteristics of the goods or service
3. Information regarding conclusion of the contract
4. Information regarding payment and delivery
5. Information regarding technical steps leading to conclusion of the contract
6. Information regarding saving of the contract text
7. Information regarding technical means to recognize and correct entry errors
8. Information regarding the languages available for conclusion of the contract

9. Information regarding the code of conduct followed by the Seller

A. General Terms and Conditions of Business

1. Scope of validity

1.1 These terms and conditions of business of Sportspar GmbH (hereinafter "Seller") apply to all contracts which a consumer or trader (hereinafter "Customer") concludes with the Seller regarding the goods and/or services presented by the Seller in his online shop. The inclusion of the Customer's own terms and conditions is herewith rejected unless anything else has been agreed.

1.2 A consumer is any natural person who concludes a transaction for purposes which are cannot primarily be attributed to their commercial or self-employed professional activities. A trader is a natural or legal person or a legally responsible business company acting in the exercise of his/its commercial or self-employed professional activities when concluding a transaction.

1.3 If the customer is resident in any of the following countries, the additional country-specific conditions provided at the end of these Terms and Conditions shall apply. Should any conflicts exist between these country-specific terms and conditions and the terms and conditions set forth below, the country-specific terms and conditions shall take precedence.

France, Italy

2. Conclusion of contracts

2.1 The offerings in the online shop are a non-binding invitation to the Customer to submit an offer.

2.2 The Customer can select products from the range offered by the online shop and collect them in a virtual shopping basket by clicking the "Add to basket" button. He can submit a binding purchase order for the goods in the shopping basket by clicking the "Submit an order subject to payment" button. The Customer can change and view the data at any time before submitting the order. The order can, however, only be submitted and transmitted if the Customer accepts these contractual terms and conditions and includes them accordingly in his order by clicking the "Submit an order subject to payment" button.

2.3 The Seller will thereupon send the Customer an automatic acknowledgement of receipt by email. This acknowledgement will again list the Customer's order and can be printed off by the Customer using the "Print" option. The automatic acknowledgement of receipt confirms only that the Customer's order has been received by the Seller and does not represent any acceptance of the order. The Seller can accept the Customer's offer by means of an order confirmation transmitted in writing (letter) or electronically (fax or email) or by delivering the goods within five days. The Seller is entitled to refuse to accept the order.

2.4 Processing of the order and establishing of contact generally takes place by email and automated order processing. The Customer must ensure that the email address he provides for order processing is correct, thus allowing him to receive emails sent by the Seller to this address. When using spam filters, the Customer must, in particular, ensure that all emails sent by the Seller or third parties delegated by him to process the order can be delivered.

3. Prices and terms of payment

3.1 The prices stated by the Seller are end prices and include the legal rate of value added tax.

Where applicable, any additional delivery and shipment costs incurred will be stated separately in the corresponding product description.

3.2 Deliveries to countries outside of the European Union may, in individual cases, be subject to additional costs for which the Seller will not be responsible and which must be borne by the Customer. These include, for example, charges levied by credit institutes for money transfers (e.g. transfer fees or currency exchange fees) or levies or taxes payable under import law (e.g. customs duties).

3.3 The Customer can make payment by bank transfer, PayPal, on account (via PayPal Plus), credit card (Unzer) or instant transfer. Over and above this, by selecting the "Log in and pay with Amazon" or "Pay with Amazon" options (Amazon payments) the Customer can also make payment using shipment and payment information he has saved in an Amazon customer account.

3.4 When using the bank transfer, PayPal, credit card (Unzer), instant transfer or "Log in and pay with Amazon" or "Pay with Amazon" options (Amazon payments), payment of the purchase price and shipping costs will be due immediately after conclusion of the contract.

3.5 Where the "PayPal" payment option has been selected, processing of the payment will be carried out via payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal") under the application of PayPal terms and conditions of usage, which can be viewed at:

<https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full>

This presumes, among other things, that the Customer sets up a PayPal account or already has such an account.

3.6 Where the "Payment on account" payment option has been selected, the purchase price will become due after the goods have been delivered and invoiced. In such cases the purchase price will be payable within 14 (fourteen) days of receipt of the invoice without any deductions to PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, 2449 Luxemburg (hereinafter "PayPal"). The "Payment on account (via PayPal Plus)" payment option requires a successful credit check by PayPal. If, following verification of creditworthiness, the Customer is granted delivery on account, processing of the payment will be carried out in cooperation with PayPal, to whom the Seller assigns his payment claim. The Customer can, in such cases, only discharge his obligation to PayPal. The Seller still remains responsible for general customer enquiries such as questions about goods, delivery times, shipment, returns, complaints, withdrawal declarations and submissions or credit notes in cases where the "Payment on account (via PayPal Plus)" payment option is selected. For the rest, the PayPal terms and conditions of usage (see above) will apply. They can be accessed by the Customer within the scope of the ordering process and must be confirmed by him.

4. Delivery and shipping terms

4.1 Shipping of the goods will be by post to the delivery address stated by the Customer. When processing the transaction, the delivery address provided within the scope of the Seller's ordering process will be definitive. The Seller will bear the shipping risks if the Customer is a consumer.

4.2 The order form will include information for the Customer regarding the shipping costs incurred, which depend on the country to which the goods are delivered as well as the type of shipment, the size and the weight of the goods ordered. The Customer must bear these costs insofar as he does not make use of his right of withdrawal. The Customer can obtain further information at <https://www.sportspar.com/shipping-costs>.

4.3 The Seller is entitled to make partial deliveries insofar as this is reasonable for the Customer. Where partial deliveries are made, the Customer will only be charged shipment costs for the first partial delivery. If partial deliveries are made at the Customer's request, then the Seller will charge shipment costs for every partial delivery.

4.4 Should the shipping company return the dispatched goods to the Seller because they could not be delivered to the Customer, then the Customer will be liable for the costs of unsuccessful shipment. This will not apply if by refusing to accept the shipment the Customer is exercising his right of withdrawal; if he is not responsible for the circumstances which made it impossible to make delivery or if he was temporarily prevented from accepting the service offered, unless the Seller notified him of this service a reasonable time in advance.

4.5 In the event the Customer exercises his right of withdrawal, then he must bear the direct costs for returning the goods.

4.6 Where the Customer collects the goods himself, the Seller will first inform him by email that the goods ordered are ready for collection. Following receipt of this email the Customer can collect the goods after consultation with the Seller. No shipment costs will be charged in such cases.

5. Liability for defects

5.1 All goods supplied from the online shop are subject to statutory warranty rights. The warranty period on items supplied by the Seller to traders is 12 months.

5.2 There is no additional guarantee on items supplied by the Seller unless such a guarantee was specifically granted in the order confirmation for the corresponding order.

6. Liability

6.1 Claims for damages by the Customer are excluded. Exceptions to this are claims for damages

by the Customer resulting from damage to life, body or health or from the breaching of material contractual obligations (cardinal obligations) as well as liability for other damages resulting from intentional or grossly negligent breaches of obligation by the Seller. Material contractual obligations are those which are required to achieve the contract's objective.

6.2 The Seller will, in cases of breach of material contractual obligations, only be liable for damages which are foreseeable and typical for the contract and if they are due to ordinary negligence, unless the Customer's claims for damages arise from damage to life, body or health.

6.3 The limitations stated in Sections 6.1 and 6.2 above also apply in favour of the Seller's legal representatives and vicarious agents, should claims be made directly against them.

6.4 The regulations of the German Product Liability Act (Produkthaftungsgesetz) or the Seller's guarantee declarations will remain unaffected.

7. Retention of title

The goods supplied will remain the Seller's property until full payment has been received.

8. Membership of SportSpar-DealClub

8.1 The SportSpar-DealClub is a customer membership programme that offers its members various services and benefits. Detailed information about the membership programme, in particular about the services offered and current membership fees, can be found on the [info page](#). The provisions in section 8 regulate the mutual rights and obligations associated with a DealClub membership.

8.2 Participation in the DealClub membership programme is voluntary. Members must have reached their 18th birthday. There is no legal entitlement to admission to the DealClub membership programme. The vendor can refuse to admit a customer to the DealClub membership programme without giving a reason. In particular, the vendor reserves the right to exclude customers from the DealClub programme in the event of improper use.

8.3 Each customer may only have one DealClub membership at any given time. A new membership may only be taken out after an existing membership has expired. The vendor reserves the right to terminate with immediate effect the membership of any customer who already has a prior membership; moreover, the vendor shall if applicable refund any amounts paid for the more recent membership.

8.4 In order to participate in the DealClub membership programme, the customer must submit the following declaration of consent: ?I hereby expressly request and at the same time agree that you shall begin rendering the service which is the subject of this contract before the end of the cancellation period. I am aware that I shall lose the cancellation right to which I am entitled once you have fulfilled all your obligations pursuant to this contract.?

8.5 DealClub memberships are valid for a period of six months following the date on which the customer became a member. Memberships expire automatically after this period with no need for any notice of termination. Memberships are not renewed automatically. The membership may not be ordinarily terminated before the membership expires. The right to terminate the membership for good cause remains unaffected.

8.6 The vendor reserves the right to terminate or temporarily suspend the DealClub membership programme or replace it with another membership programme should important grounds render such measures necessary, provided that it do so with due regard to the interests of participating customers. In these circumstances, membership payments shall be refunded ? proportionately if applicable ? to the customer.

9. Information on dispute resolution

The Commission of the European Union provides a platform for the online resolution of dispute. This so-called "ODR platform" is intended to help companies and consumers to achieve out-of-court resolution of disputes relating to contractual obligations arising from purchase or service contracts concluded via the Internet. The ODR platform is available via the following link:
<http://ec.europa.eu/consumers/odr>.

The Seller is generally not willing and obliged to participate in dispute settlement proceedings before a consumer arbitration board.

10. Other provisions

10.1 The Customer will only be entitled to offset if his counter-claims are non-appealable or are uncontested by the Seller.

10.2 The Customer will only be entitled to exercise a right of retention insofar as his counter-claim is based on the same contractual relationship.

10.3 Should acts of God, in particular natural catastrophes, war, civil war or terrorist attacks, make delivery or any other service permanently impossible, then any performance obligation on the part of the Seller will be excluded. The Seller will immediately refund any payments already made.

11. Concluding provisions

11.1 Should individual provisions of a contract between Sportspar GmbH and the Customer be or become fully or partially invalid or void, then this will not affect the validity of the rest of the contract. The parties undertake to replace the invalid or void provision with a valid provision which comes as close as possible to the desired economic purpose. The same will apply in the case of a loophole.

11.2 Amendments or supplements to a contract between Sportspar GmbH and the Customer must be made in writing. This also applies to the amendment or cancellation of the requirement for the written form itself.

11.3 All legal relationships between the parties will be governed by the laws of the Federal Republic of Germany under exclusion of the UN Sales Convention. In the case of consumers, the mandatory rules under the law of the country where the Customer has his habitual place of residence will remain unaffected.

11.4 Should the Customer be acting as a commercial businessman, legal entity under public law or public-law special fund domiciled in the territory of the Federal Republic of Germany, then the sole place of jurisdiction for all disputes arising from this contract will be the Seller's place of business. Should the Customer be domiciled outside of the territory of the Federal Republic of Germany, then the Seller's place of business will be the sole place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the Customer's professional or commercial activities.

11. Additional country-specific terms and conditions

If the customer is a resident in any of the countries specified below, the following conditions shall apply and take precedence over any conditions to the contrary mentioned in the foregoing:

11.1 France

11.1.1 The provisions of item 5 ?Liability for defects? above are hereby replaced in their entirety by the following provisions:

?5.1 If the customer acts as a consumer, the seller is responsible for the legal warranty as per articles L.217-4 et seq. of the consumer code, and for hidden defects according to article 1641 et seq. of the civil code.? The consumer can assert warranty claims for a period of two years after delivery of the goods in question. The consumer may select between having the goods repaired or replaced pursuant to the conditions set forth in article L. 217-9 of the consumer code. The consumer is exempted from the requirement to provide proof of the goods? defects within 24 months of their delivery, except where used goods are concerned. The statutory liability for defects applies irrespective of any contractual guarantees.

The consumer can assert the legal right to a warranty for hidden defects as per article 1641 of the civil code. Here, he/she is entitled to select between cancelling the sale or having the sale price reduced pursuant to article 1644 of the civil code.

If the consumer wishes to lodge a complaint in relation to the legal warranty referred to in article L. 217-4 et seq. of the consumer code or the legal warranty for hidden defects referred to in article 1641 et seq. of the civil code, he/she may address such complaint to the seller.

5.2 Where the customer is acting in the capacity of entrepreneur, insignificant defects do not as a rule give rise to claims for defects. The seller can choose which type of subsequent performance to provide. The warranty period for items delivered by the seller is 12 months. The limitation period does not begin again if a replacement delivery is made in connection with the liability for defects.

5.3 An additional guarantee for the items delivered by the seller exists only if such guarantee has been expressly stated in the corresponding order confirmation.?

11.1.2 The provisions of the foregoing item 8, "Information on dispute resolution", are hereby supplemented by the provisions contained in the following new paragraph:

"The customer moreover has the right to initiate mediation proceedings by contacting the mediator at the following address: Association des Médiateurs Européens (197, Boulevard Saint-Germain, 75007 PARIS, téléphone: 09 53 01 02 69), <http://www.mediationconso-ame.com/>. The mediator will then attempt to reach an amicable solution to the conflict in an independent and impartial manner. Where mediation is availed of, each party is free to accept or reject the mediator's proposal".

11.2 Italy

11.2.1 The provisions of item 5 "Liability for defects" above are hereby replaced in their entirety by the following provisions:

5.1 If the customer is acting in the capacity of a consumer, the seller guarantees, in accordance with art. 130 of the consumer code, the conformity of all products sold for a period of two years as of the date of their delivery. Where such conformity is lacking, the customer has the right, pursuant to art. 130 of the consumer code, and without prejudice to other legal claims, to have the conformity of the purchased goods restored ? either free of charge by repair or replacement ? or to demand a reasonable reduction in the purchase price or nullification of the corresponding contract. The customer may exercise the aforementioned rights on the condition that the products in question are defective or do not correspond with the pertinent order, and on the condition that he/she notify the seller of the non-conformity within two (2) months of the date on which such non-conformity was determined. Should the customer be entitled to these claims, then the corresponding purchase price and shipping costs will be reimbursed to him/her.

5.2 Where the customer is acting in the capacity of entrepreneur, insignificant defects do not as a rule give rise to claims for defects. The seller can choose which type of subsequent performance to provide. The warranty period for items delivered by the seller is 12 months. The limitation period does not begin again if a replacement delivery is made in connection with the liability for defects.

5.3 An additional guarantee for the items delivered by the seller exists only if such guarantee has been expressly stated in the corresponding order confirmation.?

11.2.2 The provisions of the foregoing item 10.3, ?Final provisions? (choice of law), are hereby supplemented by the provisions contained in the following new paragraph:

?Notwithstanding the above choice of law, the customer is hereby advised that, where he/she acts in the capacity of a consumer, his/her legal rights under Section 1, Title III of the Italian Consumer Code (legislative decree No. 206/2005) remain unaffected.?

B. Customer information

1. Information regarding the Seller?s identity

Sportspar GmbH

Gustav-Adolf-Ring 7

D-04838 Eilenburg

Germany

Tel: +49 (0)3423 7007-0

Fax: +49 (0)3423 7007-40

E-Mail: service@sportspar.com

Managing Directors: Jevgenij Borisenko, Aleksandr Borisenko

Register court: District Court of Leipzig

Register number: HRB 32903

VAT identification number as per Art. § 27 a German VAT Act: DE272792878

2. Information regarding essential characteristics of the goods or service

The essential characteristics of the goods or service will be based on the corresponding product description published online by the Seller.

3. Information regarding conclusion of the contract

Conclusion of the contract will be based on Sect. 2 of the Seller's General Terms and Conditions of Sale (see above).

4. Information regarding payment and delivery

Payment will be based on Sect. 3 of the Seller's General Terms and Conditions of Sale (see above). Delivery will be based on Sect. 4 of the Seller's General Terms and Conditions of Sale (see above).

5. Information regarding technical steps leading to conclusion of the contract

5.1 The Customer must complete the following technical steps when submitting his offer via the Seller's online order form:

5.1.1 Placing of the desired item in the virtual shopping basket

5.1.2 Logging on to the online shop by entering his user identification and password or ? should he not yet have a customer account ? by registering with the site with setting up a customer account.

5.1.3 Entering of the invoice and delivery address

5.1.4 Selecting of the desired type of payment

5.1.5 Selecting of the desired type of shipment

5.1.6 Summary of the order details

5.1.7 Submitting of the order

5.2 Acceptance by the Seller will be based on Sect. 2.3 of the Seller's General Terms and Conditions of Sale (see above).

6. Information regarding saving of the contract text

The Seller will save the contract text and send it to the Customer in text form (e.g. email, fax or letter) together with these GTCB and customer information after the Customer has submitted his order. The contract will, in addition to this, be archived on the Seller's website and can be accessed by the Customer free of charge via his password-protected customer account by entering the corresponding log-in details, insofar as the Customer has set up a customer account with the Seller's online shop prior to submitting his order.

7. Information regarding technical means to recognize and correct entry errors

The Customer can, prior to submitting his binding order, continuously correct any entries he makes using the usual keyboard and mouse functions. Over and above this, prior to submission of the binding order all entries will displayed in a confirmation window, where they can also be corrected using the usual keyboard and mouse functions.

8. Information regarding the languages available for conclusion of the contract

The sole language available for conclusion of the contract is English.

9. Information regarding the code of conduct subscribed to by the Seller

The Seller subscribes to the Trusted Shops quality criteria available for inspection on the Internet at <http://www.trustedshops.de/shopbetreiber/qualitaetskriterien.html>.

10. Status of free items when making returns

Should, within the scope of a promotion campaign, the Customer have received a free item which is dependent on the value of the goods purchased, then the Customer will, when making a return, be obliged to also return this free item should returning the goods result in the value of the goods purchased falling below the value of goods specified in the promotion to receive the free item.