

General Terms and Conditions (GTC) of DAX-SPORTS, owner Jan-Philipp Nowak

1. General

1.1 These General Terms and Conditions (GTC) apply to all contracts, deliveries, and other services between DAX-SPORTS, owner Jan-Philipp Nowak, Max-Brod-Str. 3, 90471 Nuremberg (hereinafter "Seller" or "we") and its customers. They apply to consumers within the meaning of Section 13 of the German Civil Code (BGB) as well as to entrepreneurs, e.g., clubs and freelancers within the meaning of Section 14 of the German Civil Code (BGB).

"Consumers" within the meaning of these General Terms and Conditions are natural persons who enter into a contract for a purpose that cannot be attributed to their commercial or independent professional activity. This definition corresponds to the provision in Section 13 of the German Civil Code (BGB).

"Entrepreneurs" within the meaning of these General Terms and Conditions are natural or legal persons or partnerships with legal capacity who, when concluding a contract, are acting in the exercise of their commercial or independent professional activity. This definition corresponds to the provision in Section 14 of the German Civil Code (BGB).

If the customer stated in the order that they are acting as an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), DAX-SPORTS will rely on this information. Subsequent invocation of consumer status is excluded unless DAX-SPORTS had clear circumstances to the contrary at the time the contract was concluded.

1.2 These terms and conditions of delivery apply exclusively; we do not recognize any terms and conditions of our contractual partner that conflict with or deviate from our terms and conditions of delivery unless we have expressly agreed to their validity in writing. Our terms and conditions of delivery also apply if we carry out the delivery to the contractual partner without reservation despite being aware of terms and conditions of the contractual partner that conflict with or deviate from our terms and conditions of delivery.

1.3 These terms and conditions of delivery also apply to all future transactions with our contractual partner, provided that they are legal transactions of a similar nature.

2. Conclusion of contract

2.1 The presentation of goods on the Seller's website does not constitute an offer to conclude a contract, but rather an invitation to the Customer to submit an offer (*invitatio ad offerendum*). Only the completion of the ordering process constitutes a legally binding offer to conclude a contract by the Customer (order). To place an order, the Customer can place the product in the electronic shopping cart by clicking the corresponding button in the product view. Options such as color, size, and quantity may be available. The order can be initiated by clicking the shopping cart button, which takes the Customer to the electronic shopping cart. It contains a list of the product selection. There, the Customer has the option of making changes to the selection or removing products from the selection. The Customer can also cancel the order at any time. The order is continued by the Customer entering their name, address, and other requested customer data on the form and selecting the payment options. The order is completed at the end of the order form by clicking the "Order with payment" button or another button with a corresponding designation. The seller will

immediately confirm receipt of the order by sending an email confirmation. This confirmation of receipt does not constitute acceptance of the order. The purchase contract is concluded when the seller accepts the customer's order by an express declaration of acceptance (order confirmation) or by delivering the goods.

2.2 The Seller's product range generally only includes available goods. Nevertheless, the Seller reserves the right to check availability upon receipt of the order in individual cases and will inform the Customer immediately and refund any payments already made by the Customer immediately if, in exceptional circumstances, the ordered goods should not be available.

2.3. You can contact our customer service for questions, complaints and objections on weekdays from 10:00 am. to 5:00 pm. by telephone at: +49 911 988150, and by email at: info@dax-sports.com

3. Payment terms and shipping

3.1 The customer has the option of choosing from various payment methods, unless a particular payment method is specified. The available payment options are available on the seller's website.

3.2 Unless otherwise agreed, goods will only be shipped against advance payment. If the goods are shipped on account, the purchase price is due immediately without deduction.

3.3 The purchase price and shipping costs will be communicated to the customer in the order confirmation. Customs duties are to be borne by the customer.

3.4 Unless otherwise agreed, DAX-SPORTS shall select the shipping method, shipping route and packaging at its sole discretion, taking due account of the customer's interests.

3.5 The shipping costs stated in the online shop apply to deliveries within Germany and for standard packages. For larger, particularly bulky, or international orders, we reserve the right to calculate individual shipping costs prior to the conclusion of the contract.

In this case, you will be informed of the actual shipping costs before accepting your order. In this case, the contract is only concluded when you expressly agree to the individually communicated shipping costs.

3.6 In the event of late payment, a flat-rate reminder fee of EUR 5.00 per reminder will be charged. The customer reserves the right to prove that the damage is less.

3.7 In the event of late payment, statutory default interest pursuant to Section 288 of the German Civil Code (BGB) shall apply. For consumers, the default interest rate shall be five percentage points above the base interest rate; for businesses, the default interest rate shall be nine percentage points above the base interest rate.

3.8 If the customer defaults on at least two invoice amounts, all our invoices become immediately due for payment. In this case, we are further entitled, contrary to previously agreed terms, to demand advance payments or security. We are also entitled to withdraw from all contracts concluded with the customer, in whole or in part, without further justification, and to demand compensation.

3.9 For any returns from outside the EU, the sender is required to clearly mark the shipment with the words "Returned Goods." This information must be included both on the package itself and on the customs documents (e.g., CN22/CN23). Failure to do so may result in additional charges (customs

duties, import sales tax) being levied by German customs. Any additional costs resulting from an incorrect or incomplete declaration will be deducted from the refund amount or charged to the customer. We recommend requesting the return documents from us before returning the goods to ensure proper processing.

3.10 The following applies to companies:

Statutory value-added tax is not included in our prices; it is shown separately on the invoice at the statutory rate on the day the invoice is issued. The deduction of a discount requires a written agreement. Freight and other stated incidental costs are not eligible for discount. The statutory provisions regarding the commencement of default and the legal consequences of late payment apply, in particular Section 353 (1) of the German Commercial Code (HGB). If we generally reduce or increase our prices between the conclusion of the contract and delivery, the new price valid on the date of dispatch will be charged. In this case, our contractual partner is entitled to withdraw from the contract within 14 days of notification of the price increase. Our contractual partner is only entitled to offsetting rights if their counterclaims have been legally established, are undisputed, or have been recognized by us. Our contractual partner is only entitled to exercise a right of retention in the event of a gross breach of contract on our part and only to the extent that their counterclaim is based on the same contractual relationship. Counterclaims are excluded.

4. Retention of title

4.1 The delivered goods remain our property until all claims have been paid in full (simple retention of title).

4.2 The customer undertakes to treat the goods with care until the transfer of ownership and to inform the seller immediately in the event of access by third parties.

4.3 The following applies to corporate customers within the meaning of Section 14 of the German Civil Code (BGB):

4.3.1. The delivered goods remain our property until full payment of all claims arising from the delivery contract (simple retention of title)

4.3.2 Our contractual partner is permitted to process or transform the delivery item ("processing"). The processing is carried out for us.

4.3.3 In the event of the sale of the delivery item, our contractual partner hereby assigns to us, as security, any claims against its customer acquired from the resale, including all ancillary rights, without the need for any further specific declarations. This assignment shall include any outstanding balance claims. However, the assignment shall only apply to the amount corresponding to the price of the delivery item invoiced by us. The portion of the claim assigned to us shall be satisfied with priority.

4.3.4. If our contractual partner combines the delivery item with real estate, he shall also assign, without the need for any further special declarations, his claim to which he is entitled as remuneration for the combination in the amount corresponding to the price of the delivery item invoiced to us.

4.3.5 Until revoked, our contractual partner is authorized to collect the assigned claims. Our contractual partner will immediately forward to us any payments made on the assigned claims up to the amount of the secured claim. If legitimate interests exist, in particular in the event of late

payment, cessation of payment, the initiation of insolvency proceedings, or reasonable indications of over-indebtedness or impending insolvency of our contractual partner, we are entitled to revoke our contractual partner's collection authorization. Furthermore, after prior warning and observing a reasonable period of time, we may disclose the assignment of security, realize the assigned claims, and demand disclosure of the assignment of security to the purchasers.

4.3.6 If a legitimate interest can be demonstrated, our contractual partner must provide us with the information and documents necessary to assert its rights against the purchaser.

4.3.7 While the retention of title exists, our contractual partner is prohibited from pledging or transferring the goods as security. In the event of attachments, confiscations, or other dispositions or interventions by third parties, the contractual partner must notify us immediately. The resale of the delivery item or the new goods is permitted only to resellers in the ordinary course of business and only under the condition that the equivalent value of the delivery item is paid to our contractual partner. The contractual partner must also agree with the purchaser that the purchaser acquires ownership only upon such payment.

4.3.8 If the realizable value of all security interests to which our contractual partner is entitled exceeds the amount of all secured claims by more than 10%, we will, at our contractual partner's request, release a corresponding portion of the security interests. The requirements of the preceding sentence are presumed to be met if the estimated value of the securities to which our contractual partner is entitled reaches or exceeds 150% of the value of the secured claims. We are entitled to choose between various security interests when releasing them.

4.3.9 In the event of breaches of duty by our contractual partner, in particular in the event of default in payment, we are entitled, even without setting a deadline, to demand the return of the delivery item and/or – if necessary after setting a deadline – to withdraw from the contract; our contractual partner is obliged to return the delivery item. A demand for the return of the delivery item does not constitute a declaration of withdrawal unless this is expressly stated.

5. Delivery and transfer of risk

5.1 Delivery times are generally non-binding unless expressly agreed as binding in the order confirmation or in the contract. Delivery periods begin upon receipt of the order confirmation, but not before all technical and commercial issues have been fully clarified.

5.2 We are entitled to make partial deliveries, provided this is reasonable for the buyer. Each partial delivery shall be deemed a separate delivery within the scope of the contract.

5.3 In the case of a sale by delivery, the goods will be shipped to the delivery address specified by the Buyer, unless otherwise agreed. The Buyer shall bear the shipping costs stipulated in the contract or order confirmation, unless free shipping or another agreement has been made.

5.4 The following applies to the transfer of risk:

For consumer customers, the risk of damage or loss of the goods only passes to the buyer upon delivery of the goods. This also applies in the case of shipment.

For businesses, the transfer of risk occurs upon handover of the goods to the transport company "ex works" (Incoterms 2020). In the case of shipment, the transfer of risk occurs at the latest upon handover of the goods to the freight forwarder, carrier, or other person or entity designated to carry out the shipment. We are not liable for damage or loss during transport. Insurance is not required. In

the event of delays in shipment for which we are responsible, the risk is transferred upon notification of readiness for shipment.

5.5. If DAX-SPORTS defaults on delivery, the buyer is initially obligated to grant the seller a reasonable grace period. Upon expiration of this grace period, the buyer is entitled to withdraw from the contract, provided the goods have not yet been delivered. A claim for damages due to late delivery only exists if DAX-SPORTS is responsible for the delay.

5.6 If our contractual partner defaults on acceptance or violates other obligations to cooperate, we are entitled to demand compensation for the damages incurred, including any additional expenses. Further claims remain reserved. In these cases, the risk of accidental loss or accidental deterioration of our service shall pass to the contractual partner at the time of default on acceptance. In this case, DAX-SPORTS is entitled to demand compensation for any costs and damages incurred, such as storage costs.

5.7 Our obligation to perform arises at the delivery time specified by us only once all technical issues have been clarified. This obligation to perform presupposes that our contractual partner fulfills its contractual obligations properly and on time. We reserve the right to withdraw from the contract in the event of faulty or late delivery by our suppliers, provided that, having exercised due commercial diligence, we are not responsible for the non-delivery. In this case, we will immediately inform our contractual partner of the unavailability of our service and exercise the right of withdrawal immediately. Our contractual partner is also entitled to a right of withdrawal based on this information. In the event of withdrawal, we will immediately reimburse the consideration – regardless of the party responsible.

5.8 The following applies to companies:

5.8.1. If our contractual partner's default in acceptance leads to a delay in delivery, they must reimburse us for the usual storage costs for the duration of the delay if the goods are stored by themselves. Without further proof, an additional charge of 1.0% of the price per month or part thereof can be claimed. Our contractual partner reserves the right to prove that we have incurred no or lesser damages. Instead, we are also entitled, at our discretion, to proceed in accordance with Sections 373 and 374 of the German Commercial Code (HGB) or to have the goods stored by a freight forwarder of our choice and to charge our contractual partner for the actual expenses incurred.

5.8.2 We are liable for delays in performance and impossibility in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent, as well as for culpable injury to life, body, or health, in accordance with statutory provisions. However, in cases of gross negligence, our liability is limited to the foreseeable damage typical for the contract. Outside the cases of clauses 1 and 2, the contractor's liability for delay is limited to a total of 0.5% per week for damages in addition to performance, up to a maximum of 15%, and for damages in lieu of performance (including reimbursement of wasted expenses) to a total of 15% of the delivery value. Further claims by our contractual partner are excluded, even after the expiry of any deadline set for performance. This limitation and exclusion do not apply in the event of a culpable breach of essential contractual obligations, i.e., contractual obligations that make the performance of the contract possible in the first place. However, the claim for damages for the culpable breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless another case pursuant to sentence 1 also applies. The client's right to withdraw from the contract remains unaffected. The above provisions do not involve a change in the burden of proof to the detriment of the client.

6. Deliveries and Freight Handling

6.1 The delivery of larger or bulky goods is generally carried out by a forwarding agent commissioned by the seller. The choice of forwarding agent is made with due care.

6.2 In the event of delivery delays or delivery problems attributable to the forwarding agent's activities, the seller will endeavor to resolve the matter as quickly as possible. The seller shall only be liable for delays caused by the forwarding agent or third parties if the seller's own fault can be proven. Statutory claims arising from injury to life, body, or health as well as in cases of intent or gross negligence remain unaffected.

6.3 The customer must provide all necessary and accurate information required for smooth delivery (e.g., contact person, telephone number, access conditions, opening hours). If delivery fails due to incorrect information or lack of accessibility, the customer shall bear the additional costs incurred, provided they are at fault.

6.4 Obvious transport damages must be reported to the carrier upon delivery and confirmed by the driver.

Business customers (Section 14 of the German Civil Code – BGB) must notify the seller in writing of any hidden transport damages without undue delay, but no later than within 7 working days after receipt of the goods (Section 377 of the German Commercial Code – HGB).

Consumers (Section 13 BGB) are advised to report hidden transport damages to the seller within 7 days.

Statutory warranty rights remain unaffected.

6.5 Delivery delays or impediments to performance due to force majeure, unforeseeable events, or operational disruptions at the seller's premises or those of the commissioned forwarding agent do not entitle the customer to claim damages. Statutory rights of withdrawal and warranty rights of the customer remain unaffected.

7. Right of withdrawal for consumers

Exclusively for consumer customers within the meaning of Section 13 of the German Civil Code (BGB), i.e. natural persons who conclude a legal transaction for a purpose that cannot be attributed to their commercial or independent professional activity, which follows:

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period shall be fourteen days from the day on which you or a third party other than the carrier designated by you takes possession of the last goods.

To exercise your right of withdrawal, you must inform us (DAX-SPORTS, owner Jan-Philipp Nowak, Max-Brod-Str.3, 90471 Nuremberg, Tel.: +49 (0)911 98815-0, Fax.: +49 (0)911 98815-99, Email: info@dax-sports.com) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, email). You may use the attached sample withdrawal form for this purpose, but this is not mandatory.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the cancellation period has expired.

The right of withdrawal does not apply to distance selling contracts for the delivery of goods which are not prefabricated and whose production is based on an individual selection or determination by the buyer or which are clearly tailored to the personal needs of the buyer.

Consequences of cancellation:

If you cancel this contract, we will refund all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us and customs duties), promptly and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged any fees for this refund. We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us promptly and in any event no later than fourteen days from the date on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the fourteen-day period.

You will bear the direct cost of returning the goods. Consumer customers as defined in Section 13 of the German Civil Code (BGB) have the option of covering the return shipping costs. The prerequisite for a free return is that the price of the returned item exceeds 40 euros and that the return shipment within Germany is made using a return label provided by us. A return label must be requested either by email or telephone before returning the item. Unfortunately, we cannot cover the return shipping costs for products that must be shipped by freight carrier due to their heavy weight or excessive length.

You only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary to check their quality, properties and functioning.

The cancellation form can be found on the website under the link to [the cancellation form](#)

End of the cancellation policy.

8. Data protection

DAX-SPORTS collects customer data as part of the contract processing. DAX-SPORTS undertakes to treat customer personal data confidentially in accordance with data protection regulations (in particular the GDPR, the Federal Data Protection Act, and the Telemedia Act).

Personal data is only processed if necessary to fulfill the contract, provide the digital content or digital services, communicate with the consumer, or fulfill legal obligations. The data collected typically includes [e.g., name, email address, payment details, IP address for the use of digital services].

The customer has a right to information as well as a right to correction, blocking and deletion of his stored data.

Detailed information about the type and extent of data storage of personal data can be found on our data protection website.

9. Warranty

9.1 The statutory warranty provisions apply to consumers. The warranty period is two years from delivery. For used goods, this period may be reduced to one year.

9.2 The following applies to entrepreneurs:

9.2.1 Our contractual partner may only assert claims for defects if they have properly fulfilled their obligation to inspect and notify defects pursuant to Section 377 of the German Commercial Code (HGB). The notification of defects must be communicated to us in writing. For defects that are discoverable during a proper inspection of the purchased item, the period to be determined pursuant to Section 377 of the German Commercial Code (HGB) ends no later than one week after receipt of our service. The contractual partner bears the full burden of proof for all prerequisites for claims, in particular for the defect itself, the time of discovery of the defect, and the timeliness of the notification of defects.

9.2.2 In the event of defects in performance, our contractual partner shall initially be entitled to subsequent performance, at our discretion by remedying the defect or delivering a defect-free item.

9.2.3 Claims by our contractual partner for expenses required for subsequent performance, in particular transport, travel, labor, and material costs, are excluded to the extent that the expenses increase because the goods delivered by us were subsequently incorporated into another item or further processed. We shall be liable for the installation and removal costs of the goods up to a maximum of five times the value of the goods, provided that this does not result in unreasonable disadvantage to the buyer. We shall not be liable if the buyer was aware of the defect at the time of installation or further processing or if the defect remained unknown to him due to gross negligence.

9.2.4 Our contractual partner's recourse claims shall only exist to the extent that our contractual partner has not entered into any agreements with its customers that go beyond the statutory warranty rights. The above provision shall apply accordingly to the scope of the recourse claim.

9.2.5 Rights based on defects shall not exist in the event of only insignificant deviations from the agreed quality or in the event of only insignificant impairment of usability.

9.2.6 If our contractual partner chooses to withdraw from the contract due to a defect after failed subsequent performance, they are not entitled to any additional compensation for the defect. If our contractual partner chooses compensation after failed subsequent performance, the delivered goods remain with them if this is reasonable for them. Compensation is limited to the difference between the payment and the value of the defective item. This does not apply if we have fraudulently caused the breach of contract.

9.2.7 The limitation period for warranty claims is 12 months from the transfer of risk. This does not apply if the goods are customarily used for a building and caused the respective defect.

9.2.8. Warranty is excluded for used goods.

Contrary to the statutory provisions, the goods are deemed to be in conformity with the contract if they correspond to the contractual agreement.

9.3 The warranty is void in cases of improper use, incorrect assembly, or natural wear and tear. Color variations due to manufacturing or natural materials (e.g., wood, leather, or fabrics) do not

constitute a defect. The seller assumes no responsibility for options selected by the user, such as the order quantity or product type.

10. Liability

10.1 Customer claims for damages are excluded. Excluded from this are customer claims for damages resulting from injury to life, body, or health, or the breach of essential contractual obligations, as well as liability for other damages resulting from an intentional or grossly negligent breach of duty by DAX-SPORTS, its legal representatives, or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract.

In the event of a breach of essential contractual obligations, DAX-SPORTS shall only be liable for the foreseeable damage typical for the contract if this was caused by simple negligence, unless the customer has claims for damages resulting from injury to life, body or health.

The restrictions also apply to the benefit of the legal representatives and vicarious agents of DAX-SPORTS if claims are asserted directly against them.

The provisions of the Product Liability Act remain unaffected.

10.2 The provisions of the preceding paragraph apply to all claims for damages (in particular, damages in addition to performance and damages in lieu of performance), regardless of the legal basis, in particular due to defects, breach of obligations arising from the contractual relationship, or tort. They also apply to claims for reimbursement of wasted expenses. Liability for delay and impossibility of performance is governed by the provisions set forth above under "Delivery and Transfer of Risk."

10.3 The above provisions do not involve a change in the burden of proof to the detriment of the Client.

11. Force majeure / failure to perform due to extraordinary circumstances

11.1 Force majeure within the meaning of this provision shall exist if an external, unforeseeable, extraordinary event occurs that cannot be prevented or averted even with the exercise of utmost reasonable care and that leads to a significant impairment or impossibility of contract performance. These include, in particular, but are not limited to: natural disasters, fires, explosions, epidemics, pandemics, quarantine orders, armed conflicts, civil wars, acts of terrorism, official or legislative measures (e.g., embargoes, import or export bans), strikes, lawful lockouts, or other industrial action, significant operational disruptions, energy, raw material, or supply bottlenecks through no fault of the Contractor.

11.2 If such an event prevents a party from properly fulfilling its contractual obligations, these obligations shall be suspended for the duration of the disruption and for a reasonable start-up period after its termination. The affected party is obligated to immediately inform the other party of the occurrence, expected duration, and effects of the event.

11.3 The above provision shall also apply if the event of force majeure occurs at one of our suppliers, subcontractors or other vicarious agents, provided that we can prove that neither we nor our vicarious agents are at fault and that the procurement of the affected service was not possible even through reasonable alternatives.

11.4 If the duration of the disruption due to force majeure is so significant that a continuation of the contract is no longer reasonable, taking into account the interests of both parties, both parties are entitled to withdraw from the contract in whole or in part or to terminate it extraordinarily. In this case, any consideration already provided will be refunded immediately. Further claims for damages are excluded.

12. Final provisions

12.1 The contract and the entire legal relationship between the parties shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

12.2 The exclusive place of jurisdiction for businesses is the registered office of DAX-SPORTS (Nuremberg). We are also entitled to sue our partner as a business at the court of its registered office.

12.3 The EU Commission provides a platform for online dispute resolution:

<http://ec.europa.eu/consumers/odr/>

Responsible consumer arbitration board:

Online Dispute Resolution
Centre for European Consumer Protection eV
Bahnhofplatz 3
77694 Kehl

We do not participate in dispute resolution proceedings before the consumer arbitration board.