

General Terms And Conditions

1. Application

1.1 These terms and conditions shall govern exclusively all transactions between DAX SPORTS, Dietmar Nowak, Max-Brod-Str.3, 90471 Nürnberg (Purchaser) and its Buyers (Buyer). These terms and conditions shall only apply towards consumer in the meaning of sec. 13 German Civil Code (§ 13 Bürgerliches Gesetzbuch), unless indicated expressly that the terms and conditions shall only apply towards merchants.

1.2 Consumer in the meaning of sec. 13 German Civil Code (§ 13 Bürgerliches Gesetzbuch) means any natural person acting predominantly neither for business reasons nor in connection with an independent professional work.

1.3 The Purchaser expressly revokes deviating terms and condition of the Buyer. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

2. Conclusion

2.1 In no case the presentation of products on the website constitutes a binding offer to conclude a contract but indicates an invitation to the Buyer to send an order to the Purchaser (invitation ad offerendum).

2.2 Only with successful conclusion of the order process on the website the Buyer sends a binding offer to the Purchaser to conclude a contract (order). For this the Buyer can click on the respective order button in the product detail-view to put the relevant product in the electronic shopping basket. If necessary the Buyer has several options to choose like colour, size and amount. The Buyer has to click on the basket-button to open the electronic shopping-basket to start the order process. In the electronic shopping-basket is a list of all selected products. Here the Buyer has the possibility to make changes on the selection or to withdraw products from the selection list or to abort the order process in total. To continue the order process the Buyer has to fill out the mask of the online-form by entering its name, address and other information requested and by selecting the payment method.

2.3 The order process can be concluded at the end of the order form by clicking on the "binding order" button or any other button with a comparable description. The Purchaser shall confirm receipt of the order by sending a receipt-confirming-email to the Buyer without undue delay. This confirmation email constitutes no binding acceptance of the order by the Purchaser.

3. Conditions of payment

3.1 The Buyer can choose different payment methods if no specific payment method is given. All possible payment methods are published on the Purchaser's website.

3.2 If not agreed otherwise the Purchaser only performs delivery against payment in advanced. In case of delivery against invoice the purchase price will due immediately without deduction.

3.3 The Buyer shall only have a right of set off counter-claims that have been recognised by declaratory judgment or that are not disputed. The Buyer shall only have a right of retention regarding counter-claims relating to this contract.

4. Retention of Title

4.1 The Purchaser retains title to the goods until receipt of all payments in full. The Buyer shall handle the goods with due care until transfer of ownership.

4.2 The Buyer shall inform the Purchaser without undue delay in case of seizure, insolvency, damage or loss of the goods as well as if possession changes.

5. Delivery, shipping costs

Delivery shall be performed within five working days if no other delivery period has been indicated. Costs of freight, delivery and postage are published in the menu of the Purchaser's website under the respective link.

6. Consumer's right of revocation

6.1 The following shall exclusively apply towards consumers:

6.2 Consumer in the meaning of sec. 13 German Civil Code (§ 13 Bürgerliches Gesetzbuch) means any natural person acting predominantly neither for business reasons nor in connection with an independent professional work.

6.3 Exemptions: The right of revocation does not exist on delivery of goods which are not manufactured in advance and for which the manufacture decisively based on the Buyer's individual selection or determination or which are unambiguously specified for the personal needs of the Consumer or which spoil or which "best before" date would exceed in short. This applies respectively on goods which after delivery are inseparably mixed with other goods.

Notice of Revocation

Right of Revocation

You have the right to revoke this contract within 14 days without giving any reason.

The revocation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of revocation, you must inform us (DAX SPORTS, Inh. Dietmar Nowak, Max-Brod-Str.3, 90471 Nürnberg, Tel.: +49 (0)911 98815-0, Fax.: +49 (0)911 98815-99, E-Mail: info@dax-sports.de) of your decision to revoke this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model revocation form, but it is not obligatory.

To meet the revocation deadline, it is sufficient for you to send your communication concerning your exercise of the right of revocation before the revocation period has expired.

Effects of revocation

If you revoke this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to revoke this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your revocation of this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of Notice of revocation

7. Warranty

7.1 The warranty orients on the statutory regulations.

7.2 The warranty period following the purchase of used items is 12 months from the date of delivery of the item.

7.3 The following shall exclusively apply towards merchants:

7.4 Precondition for any warranty claim of the Buyer is the Buyer's full compliance with all requirements regarding inspection and objection established by sec. 377 German Commercial Code (Handelsgesetzbuch). The warranty period is 12 months from the date of passing of risk.

7.5 The warranty following the purchase of used items is excluded with the exception of absence of guaranteed characteristics or in case of fraudulent intent.

8. Liability

8.1 In case of intent, gross negligence or absence of guaranteed characteristics the Purchaser shall be liable without limitation for damages.

8.2 In case of slight negligence the Purchaser shall be liable without limitation for damage to life, to body and/or to health. In case that the Purchaser fails to meet its contractual obligations caused by slight negligence, or in case of impracticability or in case of breach of major contractual obligations the Purchaser only shall be liable for damage of a nature that is foreseeable and typical for this type of contract.

8.3 In any other case the Purchaser's liability shall be excluded with the exception of compulsory liability under the Product Liability Act (Produkthaftungsgesetz).

9. Passing of risk

9.1 The following shall exclusively apply towards merchants: If not otherwise agreed upon expressly delivery shall be performed ex-works.

10. Miscellaneous provisions

10.1 Assignment of Buyer's claims needs to be accepted by the Purchaser.

10.2 This contract shall be governed by the laws of the Federal Republic of Germany, excluding the Convention on Contracts for the International Sale of Goods. Any compulsory provisions on consumer law of the Buyer's country of origin shall prevail.

10.3 The following shall exclusively apply towards merchants: Place of jurisdiction is the place of the Purchaser's company.