

## PREAMBLE

Proform Vertriebs GmbH sells merchandise over the Internet. The following general terms and conditions shall be valid for mail order trading via the channels mail, fax and Internet with a written order and via telephone with an oral order.

## 1. AREA OF APPLICATION

„The General Terms and Conditions“ shall be the contractual basis for e-commerce business transactions between customers and Proform. Buyer's deviating terms and conditions shall not be accepted by Proform unless Proform had explicitly agreed to their validity.

The following shall be accepted by Proform as contracting parties for e-commerce business transactions:

- natural persons who have unlimited legal capacity and are 18 years of age.
- corporate bodies whose legal capacity is not subject to any restrictions.

## 2. CONTRACT CONCLUSION

The depiction of the products in the online shop shall not represent a legally binding offer but rather a non-binding online catalogue. By clicking on the "order" button, you are placing a binding order for the merchandise contained in the shopping cart. The confirmation of the receipt of the order shall take place immediately after sending the order. The sales contract shall be concluded with our separate order confirmation or the delivery of the merchandise.

With the indication of a delivery address the buyer shall confirm that a delivery of the ordered merchandise is possible without any limitations independent of its volume, weight or condition.

## 3. RIGHT OF RETURN

### RETURN POLICY

#### RIGHT OF RETURN

You can return goods without giving any reason within 14 days. The 14-day period begins with receipt of this notification in writing (for example as a letter, fax, or e-mail), but not before the delivery of the goods to the addressee (with recurring delivery of similar goods, not before the first partial delivery) and also not before we fulfill our duty to inform in compliance with Article 246 § 2 in conjunction with § 1 section 1 and 2 of the EGBGB (Germany's Introductory Act to the Civil Code) as well as our duties under § 312g section 1 sentence 1 BGB (Germany's Civil Code) in conjunction with 246 § 3 EGBGB. Only in the case of merchandise not suitable for shipping as a package (e.g. bulky goods) can you declare your return demand in writing. The time limit is met if the merchandise or return demand is sent within the stated period. In all cases, the return is made at our risk and cost. The return shipment or return demand is to be made to:

Proform Vertriebs GmbH  
Lasserstrasse 10  
5020 Salzburg  
Austria  
Fax +43 (0)662 87 04 02 - 91  
Email: info@proformshop.com

In cases of a valid return, the services received and the benefits drawn by both sides must be refunded. If the merchandise has deteriorated and in cases of accrued benefits (for example, the advantage of use) in such a way that the return cannot be made, or only partially, or only in deteriorated condition, you must provide compensation accordingly. This compensation is required only to the degree that the deterioration of the merchandise or the use drawn from it is a result of a treatment of the merchandise that goes beyond an examination of its characteristics and mode of functioning. "Examination of characteristics and mode of functioning" is to be understood as the testing of the merchandise in question as would be possible and customary in a retail shop. Obligations to reimburse payments must be fulfilled within 30 days. The 30-day period begins for you with your return shipment of the merchandise or your demand for a return; for us, it starts with receipt of the merchandise.

#### END OF THE RETURN POLICY

3.1 A right of return shall not exist for the delivery of merchandise, which is manufactured according to customer specifications or which is clearly tailored to personal needs or for deliveries of audio and video recordings or software, in the event that you have unsealed the delivered data media. Orders from registered traders or companies shall be excluded from the right of return as well as all orders outside from the European Union.

3.2 Please avoid damages and soiling. Please send the merchandise back to us in the original packaging if possible and with all accessories and all packaging elements. If necessary, please use a protective outer packaging. If you no longer have the original packaging, please provide for sufficient protection against transport damage by using suitable packaging, in order to avoid indemnity claims due to damages resulting from inadequate packaging.

3.3 Please send the merchandise back to us as a post paid package and keep the return receipt. We would also be more than happy to reimburse you for the postal charges in advance.

3.4 Please call us at +43 662 87 04 02 14 to inform us of the return shipment before returning the merchandise. This shall give us the opportunity of assigning the merchandise as quickly as possible.

3.5 Please observe that the procedures stated in the sections 3.2 to 3.4 shall not be a requirement for effectively exercising the right of return.

## 4. PRICES AND SHIPPING COSTS

4.1 The prices stated on the product pages shall contain the statutory value added tax and other price components.

4.2 In addition to the indicated prices, we shall charge shipping costs for the delivery per item. No shipping costs shall be charged for deliveries to Germany or Austria. You can obtain detailed information regarding the shipping costs on the product pages, in the shopping cart system and on the order page.

## 5. TERMS OF PAYMENT

The different payment options shall be defined in our online shop. Delivery on account must be agreed on in advance. Payments shall not become effective until they are entered in our company account. For payments via credit card, the debiting of your credit card shall be carried out after clarification of the order.

## 6. TITLE RETENTION

The merchandise we deliver shall be explicitly subject to title retention until full payment of our payment request. The buyer shall inform us immediately in writing of possible third party access to merchandise which is under our title retention.

## 7. WARRANTY AND LIABILITY

Warranty shall be carried out according to the legal requirements. You shall be legally entitled to supplementary performance (according to your choice: elimination of defects or compensation delivery) for all defects, which occur during the statutory warranty period of two years as of delivery and – in the event of the existence of the legal requirements – the legal entitlement to reduction or withdrawal as well as to compensation. Should the type of supplementary performance you choose only be possible with excessive costs, your entitlement shall be limited to the other type of supplementary performance. Illuminants and products subject to normal wear and tear shall be excluded therefrom.

## 8. WITHDRAWAL OF CONTRACT BY PROFORM

Proform can withdraw from the contract under the following circumstances or offer you to revoke the contract:

8.1 Due to a mistake or error in our online offer which concerns your order. Proform shall decide whether there is a mistake or error in the shop offer.

8.2 In the event that the fulfillment of your order has become completely or partially impossible for Proform due to force majeure, production cessation or due to legal grounds.

8.3 If the customer violates significant conditions of the sales contract and despite reminder, does not establish the situation as specified in the contract within an appropriate time limit.

8.4 The customer's creditworthiness does not allow for delivery processing.

8.5 In the case that Proform is not able to deliver the ordered merchandise through no fault of its own but because the supplier of Proform does not fulfil his/her contractual obligations, Proform shall be entitled to withdraw from the contract with the buyer. In this event, the buyer shall be immediately informed that the ordered product is not available. The buyer's statutory rights shall remain unaffected. Should Proform withdraw from the contract according to sec. 8.1, 8.2 or e.), possible payments shall be immediately refunded. In the event of contract withdrawal according to sec. 8.3, Proform shall claim the costs resulting from the customer's contract violation.

## 9. DELIVERY

Deliveries shall be carried out at the buyer's expense ex our stock to the delivery address indicated by the buyer. The merchandise shall be covered by transport insurance through Proform and packaging, shipping charges and transport insurance shall be included in the final price of your order. Delivery shall be carried out free to the first lockable door.

Proform shall be entitled to partial deliveries provided that this is reasonable for the customer. Additional shipping costs shall only arise if explicitly agreed upon. As far as the delivery to the buyer is not possible because neither the buyer nor a person authorised by him/her can be found at the delivery address he/she indicated, although the buyer was informed of the date of delivery within a reasonable time, the buyer shall bear the costs for the failed delivery. This shall also apply if delivery fails because the buyer indicated an incorrect or insufficiently specific delivery address or if the delivery to the delivery address is not possible for other reasons.

## 10. DAMAGES IN TRANSIT

Possible damages in transit shall be notified within 8 work days after the receipt of the merchandise. Damages in transit which can be detected on the basis of the packaging shall be noted on the delivery receipt of the forwarding company.

## 11. DATA PROTECTION

11.1 Collection, processing and use of personal data

You can visit our website without providing any personal information about yourself. We shall merely store access data without personal references such as the name of your Internet service provider, the website from which you are accessing our website and the name of the requested file for example. The sole purpose of evaluating this data shall be to improve our offer and shall not allow your identity to be determined. Personal data shall only be collected if you voluntarily provide us with it in line with your order or when opening a customer account or subscribing to our newsletter. Without your separate consent, we shall only use the data you provide us with for the fulfillment and processing of your order. Your data shall be blocked for further use upon complete fulfillment of the agreement and the full payment of the purchase price and deleted after the requirements in accordance to tax and commercial laws expire provided that you did not explicitly agree to a further use of your data. With your consent, your email address shall be used for our own advertising purposes when subscribing to the newsletter until you unsubscribe from the newsletter. You can unsubscribe from our newsletter at any time. In the event that you have decided to collect ProformPoints in the course of your order, you shall be informed via email before the points expire. You shall receive a one-time, automatically generated email with the request of rating our products after concluding your order.

11.2 Use of cookies

We shall use cookies on various pages of our website in order to make it appealing to visit and to enable the use of specific functions. Cookies are small text files, which are stored on your computer. Most of the cookies we use shall be deleted from your hard drive at the end of the browser session (so-called session cookies). Other cookies shall remain on your computer and enable us to recognise your computer the next time you visit (so-called permanent cookies). These cookies shall serve welcoming you with your user name and making it unnecessary for you to have to repeatedly fill out forms with your data for subsequent orders. Our partner companies shall not be permitted to collect, process or use personal data with the aid of cookies via our website.

11.3 Transmission of personal data

Your data shall be transmitted to the shipping company assigned with the delivery as far as this is required for the delivery of the merchandise. For the processing of payments, we shall transmit your payment data to the bank authorised for the payment. Provided that you do not pay by means of prepayment, if necessary, the transmission of your name and address to the SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden shall be conducted for the purpose of credit assessment to ensure our legitimate interests. The protection of your interests shall be taken into account according to the legal requirements.

11.4 Right to information

According to the German Data Protection Act you shall be entitled to free information regarding your stored data as well as to the correction, blocking or deletion of this data if applicable.

### Contact person for data privacy

For questions regarding the collection, processing or use of your personal data, for information, correction, blocking or deletion of your data as well as the revocation of consent you have given, please contact:

Proform Vertriebs GmbH  
Attn. Mr. Robert Maurer  
Lasserstrasse 10, 5020 Salzburg.  
Email: robert.maurer@proformshop.com,  
T +43 662 87 04 02 27  
F +43 662 87 04 02 91

## 12. INFORMATION ABOUT THE BATTERY ORDINANCE

In connection with the sale of batteries and rechargeable batteries, we as a retailer are obligated, pursuant to the Battery Ordinance, to point out several issues to you as a consumer. You can return batteries and rechargeable batteries after use free of charge either at our outlet, at a local collection point or also at a local retail shop or send them back to us. According to the Battery Ordinance the disposal of batteries with regular household waste is strictly prohibited. Batteries which contain harmful substances are marked with a sign, consisting of a crossed out rubbish bin and the chemical symbol of the decisive heavy metal which entitles the classification as a harmful substance. „Cd“ stands for cadmium, „Pb“ for lead and „Hg“ for mercury.

## 13. IMAGE COPYRIGHTS

Proform Vertriebs GmbH or its partners are the holders of all image copyrights. A use without explicit approval shall not be permitted.

## 14. APPLICABLE LAW, MISCELLANEOUS

Solely Austrian law shall apply whereas the application of the UN Convention on Contracts for the International Sale of Goods shall be completely excluded. The jurisdiction in a court of arbitration in accordance with the rules of arbitration and conciliation of the Federal Chamber of Business in Vienna shall be stipulated for legal disputes with customers who have their registered office in a country with which Austria does not have a law enforcement treaty. The ineffectiveness or infeasibility of individual provisions of these terms and conditions or of other contractual agreements between the parties shall not affect the validity of the remaining provisions. An ineffective or infeasible provision shall be replaced by an effective provision which comes closest to the intended economical purpose of the ineffective or infeasible provision. All indicated prices may be subject to typographical and transcription errors. Offers shall be valid as long as stocks last. Alterations of or additions to these terms and conditions and supplements or of other contractual agreements between the parties shall require the written form. The same shall apply to agreements through which this form requirement is to be waived or facilitated.

Solely the German version shall be decisive for the interpretation of these terms and conditions.

Mailing address

All correspondence with Proform shall be sent to the following address:

Proform Vertriebs GmbH  
5020 Salzburg  
Lasserstrasse 10  
Austria  
Fax: 0043 (0)662 87 04 02 91  
Email: info@proformshop.com  
FN 133014iG Salzburg  
Regional court Salzburg  
VAT ID no.: ATU 38619107  
Managing Director: Herbert Maurer

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