

GENERAL TERMS AND CONDITIONS

of Schneider & Schneider Sports GmbH

(Status 01.01.2021)

These are the general terms and conditions of Schneider & Schneider Sports GmbH (hereinafter SNYDER Golf). All our deliveries and services are provided exclusively on the basis of these terms and conditions.

§ 1 Scope of application

- 1 These General Terms and Conditions apply to all orders you place with the online shop of Schneider & Schneider Sports GmbH.
- 2 Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions. The version valid at the time the contract is concluded is decisive.

§ 2 Conclusion of contract

- 1 The representation of the goods in the online shop does not represent a binding application for the conclusion of a sales contract. Rather, it is a non-binding request to order goods in the online shop.
- 2 By clicking the button ["Order now subject to payment" / "Buy"] you submit a binding purchase offer (§ 145 BGB). Immediately before placing this order, you can check the order again and correct it if necessary. As a customer, an order can also be placed by telephone or fax.
- 3 After receipt of the purchase offer you will receive an automatically generated e-mail with which we confirm that we have received your order (confirmation of receipt). This confirmation of receipt does not constitute an acceptance of your purchase offer. A contract does not come off by the confirmation of receipt yet.
- 4 A contract of sale for the goods is only concluded when we expressly declare acceptance of the purchase offer (order confirmation) or when we send the goods to you - without prior express declaration of acceptance.
Exception: in the case of payment in advance and PayPal the acceptance of the order takes place immediately with your order.

§ 3 Copyrights

1. SNYDER Golf is not the author of the logos, images and signatures shown on the website as customer and print samples. Rather, the originator is a partner of SNYDER Golf or the customer or other third party sending his own logos, images and signatures.
2. SNYDER Golf has received an unlimited right of use of the images from the respective partner or customer and is authorised to use the respective images for the products offered to the customer and to sell them to the customer, to grant the customer a right of use for them and to transfer ownership of the products so that the delivered products are free of third party rights.
- 3) The respective partner or customer has further assured SNYDER Golf that the use of the images described in paragraph 2 does not infringe any copyrights, other industrial property rights or other rights of third parties.
4. the products sold as such may be used by the customer for private use only, indefinitely and worldwide. Prohibited is in this respect in particular the commercial resale as well as any duplication, distribution, making publicly available, modification and processing of the products.

§ 4 Duties of the customer

1. The processing of data and image products supplied by the customer is carried out within the framework of a technically automated procedure without manual preliminary checking and correction by SNYDER Golf. By uploading files, the customer confirms that he/she has the right to distribute and reproduce the contents and materials in the file.
2. The customer guarantees that the contents and materials of a file that has been sent do not violate any applicable law.

3. The customer guarantees in particular,
 - a. that no illegal violence glorifying, inciting, racist templates, materials and content, means of propaganda, signs of unconstitutional parties or their substitute organisations or instructions for committing crimes, pornographic templates, materials or content that are the subject of sexual abuse of children or sexual acts with animals and also no discriminatory statements or representations regarding race, sex, religion, nationality, disability, sexual orientation or age are sent to SNYDER Golf;
 - b. that no laws for the protection of minors or criminal laws are violated. This applies in particular to the legal provisions of §§ 184 ff StGB (distribution of pornography), 185 ff StGB (insult, libel, slander) as well as the provisions of the Interstate Treaty on the Protection of Minors in the Media;
 - c. that the templates (in particular image and text files), content and materials sent to SNYDER Golf do not infringe any copyrights, trademark rights or other intellectual property rights of third parties, the general personal rights or other rights of third parties.

§ 5 Prices and shipping costs

- 1 The prices mentioned on the product pages contain the legal value added tax and are plus the respective shipping costs.
- 2 Within Germany: The shipping costs are € 5.90 per package. From an order value of € 100.00 the shipping within Germany is free of charge.
- 3 Within the EU: The shipping costs are € 11.50 per package.

§ 6 Terms of payment; Default

- 1 Payment can alternatively be made by: invoice, prepayment, credit card or Paypal.
- 2 The choice of the available payment methods is incumbent on us. In particular, we reserve the right to offer you only selected payment methods for payment, e.g. only advance payment to secure our credit risk.
- 3 If you select the payment method prepayment, we will give you our bank details in the order confirmation. The invoice amount must be transferred to our account within 10 days of receipt of the order confirmation.
- 4 Our prices are due for payment with the order or delivery.

§ 7 Delivery; retention of title; set-off, right of withdrawal

- 1 Unless otherwise agreed, the goods shall be delivered from our warehouse to the address indicated by you.
- 2 The goods remain our property until the purchase price has been paid in full.
- 3 We are exceptionally not obliged to deliver the ordered goods if we have duly ordered the goods on our part but have not received them correctly or on time (congruent covering transaction). The prerequisite is that we are not responsible for the unavailability of the goods and have informed you of this circumstance without delay. In addition, we must not have assumed the risk of procuring the ordered goods. If the goods are unavailable, we will reimburse you immediately for any payments already made. We do not assume the risk of having to procure the ordered goods (procurement risk). This also applies to orders for goods which are only described according to their type and characteristics (generic goods). We are only obliged to deliver from our stock of goods and the goods ordered by us from our suppliers.
- 4 You shall only be entitled to offset if your counterclaims have been legally established or are undisputed or acknowledged by us. Furthermore, you shall only have a right of retention if and insofar as your counterclaim is based on the same contractual relationship.
- 5 If you are an entrepreneur within the meaning of § 14 BGB, the following shall apply in addition: We retain title to the goods until all claims arising from the current business relationship have been settled in full. Prior to transfer of ownership of the reserved goods, pledging or transfer of ownership by way of security is not permitted.
- 6 In the event of spelling, printing and calculation errors on the website, Schneider & Schneider Sports GmbH shall be entitled to withdraw from contracts based on these.

§ 8 Cancellation Policy

In the event that you are a consumer within the meaning of § 13 BGB (German Civil Code), i.e. make the purchase for purposes which can predominantly neither be attributed to your commercial nor your self-employed professional activity, you have a right of revocation in accordance with the following provisions.

Right of revocation

You have the right to revoke this contract within fourteen days without giving reasons.

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

In order to exercise your right of withdrawal, you must

Schneider & Schneider Sports GmbH
Ringelberghohl 26
76229 Karlsruhe
E-mail: info@snydergolf.de
Fax: 0721/9469201

inform you by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this Agreement. You can use the enclosed revocation form, which is not mandatory. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of the revocation

If you revoke this Agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund. We may refuse to refund until we have received the Goods back or until you have provided evidence that you have returned the Goods, whichever is earlier.

You must return or hand over the goods to Schneider&Schneider GmbH, Ringelberghohl 26, 76229 Karlsruhe without delay and in any case within fourteen days of the day on which you notify us of the revocation of this contract at the latest. This period shall be deemed to have been observed if you dispatch the goods before expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You shall only be liable for any loss in value of the goods if such loss in value is due to handling of the goods that is not necessary to inspect their condition, properties and functionality.

Sample withdrawal form

If you want to cancel the contract, please fill out this form and send it back to:

Schneider & Schneider Sports GmbH
Ringelberghohl 26
76229 Karlsruhe
Mail: info@snydergolf.de
Fax: +49/721/9469201

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*):

Ordered on (*)/received on (*) Name of consumer(s): Address of consumer(s):

Signature(s) of consumer(s) (only for paper notifications) Date

(*) Delete as appropriate.

End of the revocation instructio

§ 9 Warranty

1 Unless expressly agreed otherwise, your warranty claims shall be governed by the statutory provisions of the law on sales (§§ 433 et seq. BGB).

2 If you are a consumer within the meaning of § 13 BGB, the liability period for warranty claims for used items - deviating from the statutory provisions - is one year. This limitation does not apply to claims based on damages resulting from injury to life, body or health or from the breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation) as well as to claims based on other damages resulting from an intentional or grossly negligent breach of duty by the user or his vicarious agents.

3 In all other respects, the statutory provisions shall apply to the warranty, in particular the two-year limitation period pursuant to § 438 Para. 1 No. 3 BGB.

4 If you are an entrepreneur within the meaning of § 14 BGB, the statutory provisions shall apply with the following modifications:

Only our own details and the manufacturer's product description are binding for the quality of the goods, but not public praise and statements or other advertising by the manufacturer. You are obliged to inspect the goods immediately and with due care for deviations in quality and quantity and to notify us of obvious defects within 7 days of receipt of the goods. Timely dispatch is sufficient to meet the deadline. This shall also apply to hidden defects discovered later from the time of discovery. The assertion of warranty claims is excluded in the event of violation of the obligation to inspect and give notice of defects. In the event of defects, we shall, at our discretion, provide a warranty by repair or replacement (subsequent performance). In the event of rectification, we do not have to bear the increased costs arising from the transport of the goods to a location other than the place of performance, provided that the transport does not correspond to the intended use of the goods. If the subsequent performance fails twice, you can demand a reduction of the purchase price or withdraw from the contract at your discretion. The warranty period is one year from delivery of the goods.

§ 10 Settlement of disputes

The EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to initially resolve disputes in connection with their online order without the intervention of a court. The dispute resolution platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/>

We endeavour to settle any differences of opinion arising from our contract by mutual agreement. Furthermore, we are not obliged to participate in arbitration proceedings and unfortunately cannot offer you participation in such proceedings.

§ 11 Language

1 The contract language is German.

§ 12 Final provisions

1 If one or more provisions of these GTC are or become invalid, this shall not affect the validity of the remaining provisions.

2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The applicability of mandatory standards of the state in which the customer has his habitual residence when concluding the contract remains unaffected by this choice of law. Should clauses of this contract be ineffective or lose their effectiveness, the rest of the contract remains effective. The ineffective clause shall be replaced by a provision that comes closest to the will of the contracting parties.

3 If you are a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the place of jurisdiction for all disputes arising from or in connection with contracts between us and you.