

## **General Terms and Conditions**

### **§ 1 Scope of Validity and Provider**

These terms and conditions shall apply to all orders placed through individuals via the online shop operated by

KELLER SPORTS GbR  
Erzgießereistrasse 4  
D-80335 München  
Germany

Telephone: +44 (0) 20 3239 6452  
Fax: +49 (0)89 5794921-21  
E-mail: info@keller-sports.com

Proprietors, who are also responsible for the content in accordance with the German Interstate Agreement on Media Services (“Mediendienstestaatsvertrag”): Moritz Keller and Jakob Keller

Finanzamt München III (Munich Tax Office III)  
VAT identification number (Umsatzsteuer-Identifikationsnummer) pursuant to § 27a of the German Turnover Tax Law (Umsatzsteuergesetz): DE 251390465

Service Hotline: Telephone: +44 (0) 20 3239 6452.  
E-mail: info@keller-sports.com.

### **§ 2 Contract Conclusion**

§ 2.1 The display of our products in our online shop serves the purpose of submitting a purchasing offer. By clicking the [Order] button, you will submit a binding purchasing offer. We will sell our products exclusively for private use and only in customary amounts.

§ 2.2 We shall be able to accept your order either by sending you an order acknowledgment by email or by delivering the merchandise to you within five days. A confirmation e-mail stating that we have received your order is not yet equivalent to an acceptance of your purchasing offer.

§ 2.3 Should our order acknowledgment contain typing or printing errors or should our price conditions be based on transmission errors related to technical issues, we shall be entitled to rescission of the contract while being obliged to give you evidence of our error. Payments that have already been made will be refunded to you without delay.

§ 2.4 We will deliver “while stocks last”. In the event that the ordered product is not available, the reason being that we have not been provided with this product by our suppliers without fault on our side, we shall be entitled to withdraw from the contract. In such an event we will inform you without delay and if necessary recommend delivery of a product of the same description. If there is no product of the same description available or if you do not wish delivery of a product of the same description, we will if applicable reimburse you for any

payments already made.

### **§ 3 Prices**

All prices are indicated as final prices, including value-added tax (19%) as well as all other price components. However, they do not include the corresponding delivery charges valid for the individual products (see next section on “delivery charges”). Please see our product and information pages for more details.

### **§ 4 Delivery charges**

#### **§ 4.1 Delivery**

The items offered in our range of products will be delivered via DHL or UPS depending on the chosen type of shipment and its destination. Should a purchase be high in volume or quantity, delivery will be made by another shipping company.

#### **§ 4.2 Delivery period**

After receiving your order and its payment, we will of course process it without delay. The exact information about the delivery of a product can be found in our help pages as well as in the product page itself.

#### **§ 4.3 Delivery costs**

8,95 EUR delivery charge for destinations within Germany (including packaging) with DHL. Standard delivery is free for all orders over 200 EUR (DHL Europe within Germany).

Express delivery with UPS Express: 11,95 EUR delivery charge for all orders within Germany. (from an order value of 150 EUR delivery charges are 7,95 EUR).

Cash on delivery (only with DHL and in Germany): EUR 8.95 shipping costs plus 4.00 Euro (cash on delivery fee) plus a cash-on-delivery charge of EUR 2.00 (to be collected by the parcel courier at your premises).

The standard delivery with DHL Europa amounts 8,95 EUR (from an order value of 200EUR is free) in the following countries: Belgium, Luxemburg, The Netherlands, Denmark, France and the United Kingdom.

Standard delivery with UPS Premium amounts 10,95 EUR in the following countries: Austria, Belgium, Luxemburg and the Netherlands.

Standard delivery with UPS Premium amounts 12,95 EUR in the following countries: Denmark, France, United Kingdom, Liechtenstein, the rest of the EU, Monaco, Andorra, San Marino, Norway and Switzerland.

Delivery with UPS Premium from a value of 200 EUR amounts 3,95EUR for the following countries: Austria, Belgium, Luxemburg and the Netherlands.

Delivery with UPS Premium from a value of 200 EUR amounts 4,95EUR for the following countries: Denmark, France, United Kingdom, Liechtenstein, Andorra and San Marino.

Delivery with UPS Premium is free for all orders over 200 EUR in the rest of the EU.

Delivery with UPS Premium from a value of 200 EUR amounts 6,95EUR for Norway and Switzerland.

#### § 4.4 Cash on delivery

If payment is made by cash on delivery, we will charge an additional fee of EUR 2.00 that will be collected by the parcel courier at your premises. No additional taxes or costs shall incur.

#### §4.5 Posterior delivery costs

For free delivery orders (e.g. From a value of 200EUR in Germany), posterior delivery charges will arise if because of a return the total value of the order sinks below the free delivery threshold.

### **§ 5 Terms of Delivery**

§ 5.1 Delivery will be made to destinations within Europe exclusively.

§ 5.2 In the event that not all ordered products are in stock, we shall be entitled to make partial deliveries at our own expense, inasmuch as this modification can be reasonably imposed on the customer.

§ 5.3 Should the delivery of the merchandise fail despite three attempts on our side to deliver the products, we shall be entitled to withdraw from the contract. If applicable, payments already made by you shall be refunded without delay.

### **§ 6 Terms of Payment**

§ 6.1 You can choose from one of the following payment options: advance payment, cash on delivery (Germany and Austria only), credit card, PayPal or invoice (for registered customers only). We reserve the right to exclude individual payment options.

§ 6.2 If you would like to pay in advance, we will provide you with our bank details in our order acknowledgement. The amount invoiced shall be transferred to our account within 10 days. If you choose to pay by credit card, your account will be debited on dispatch of the merchandise.

§ 6.3 On exceedance of the agreed term of payment, the customer shall pay interest on the purchasing price at a rate of 5% above the base rate during the delay. If a higher damage caused by delay of payment has verifiably occurred, we are entitled to claim this higher damage.

§ 6.4 If you choose to make payment by direct debit, you will, if applicable, have to bear such costs that incur as a result of the reversal of a payment transaction for want of cover, or as a result of having communicated us incorrect bank details.

§ 6.5 You will only be entitled to the right of deduction if your counterclaims have either been legally established by a court or are undisputed or have been accepted by us in a written form. The right of retention shall only be exercised by the customer if the claims arise from the same contractual relationship.

### **§ 7 Reservation of Title**

Ownership of the item purchased shall only be transferred under the condition precedent that

the purchase price has been paid in full. Prior to the transfer of ownership, pledging of goods, transfer of ownership as security, processing or redesign of goods are not permitted without our consent.

## **§ 8 Instructions on Withdrawal**

### **§ 8.1 Right of Withdrawal**

Consumers have the right to withdraw their declaration of intent to conclude the contract within a period of 14 days without having to state any reasons. This can be done by writing e.g. a letter, fax, or e-mail, or by returning the item. The period commences at the earliest on receipt of the item and a detailed instruction on withdrawals in a written form. Sending off the withdrawal or returning the item within the correct time frame shall be sufficient to comply with the withdrawal period.

The withdrawal or the return must be addressed to:

keller-sports.com Logistic Department

Birkenmaarstr. 8

D – 53340 Meckenheim

Germany

E-mail: info@keller-sports.com

In case of an effective withdrawal, the mutually received goods and services need to be passed back and – if applicable – any additional benefits (e.g. compensation for use) need to be returned. If you cannot return the goods received, totally or partially or only in bad condition (e.g. missing accessories or packaging material, clearly distinguishable signs of use, or contamination of the goods), we shall – if applicable – have the right to claim compensation for the value of the goods. This does not apply as long as the deterioration of the items is solely due to examination of the goods – like it were possible e.g. in a retail shop. You can avoid being obliged to make compensation payment by not making use of the items as if you already owned them and by avoiding anything that could decrease the value of the item. You will have to bear the costs incurred by return consignment if the delivered goods comply with the ordered ones and if the value of the returned goods does not exceed an amount of EUR 40.00, or if the value of the item(s) is higher, you have not yet performed any consideration or made a partial payment by the time of withdrawal as laid down in the contract. Otherwise the reconsignment will be free of charge for you. Goods that cannot be dispatched in parcels will be picked up at your premises.

### **Special Notices**

Your right of withdrawal expires prematurely if your contract partner has begun to execute the service upon your explicitly stated consent at a time before the withdrawal period ends, or if you have triggered the execution by yourself (e.g. by download etc.).

According to legal standard customised goods (like e.g. strunged rackets) are excluded from return.

**END OF INSTRUCTIONS ON WITHDRAWAL**

### **§8.2 Withdrawal of the provision of other services**

Consumers have the right to withdraw their declaration of intent to conclude the contract within a period of 14 days without having to state any reasons. The period commences at the earliest on receipt of the item and a detailed instruction on withdrawals in a written form.

The revocation must be sent to:  
keller-sports.de Logistic Department  
Birkenmaarstr. 8  
D - 53340 Meckenheim  
E-mail.: info@keller-sports.com

In case of an effective withdrawal, the mutually received goods and services need to be passed back and – if applicable – any additional benefits (e.g. compensation for use) need to be returned. If you cannot return the goods received, totally or partially or only in bad condition (e.g. missing accessories or packaging material, clearly distinguishable signs of use, or contamination of the goods), we shall – if applicable – have the right to claim compensation for the value of the goods. This does not apply as long as the deterioration of the items is solely due to examination of the goods – like it were possible e.g. in a retail shop. Obligations to reimburse payments must be fulfilled within 30 days. The time limit begins for you in terms of the repayment obligation, for the Keller Sports GbR with access to the revocation.

In service, the right of withdrawal expires prematurely if the Keller Sports GbR begun with the execution of the service with the explicit consent of consumers before the end of the revocation period or the consumer has arranged these.

## **§ 9 Transport Losses**

§ 9.1 If goods are delivered with obvious transport damage, you shall be obliged to directly submit a complaint about such defects to the parcel courier and to contact us by telephone at your earliest possible convenience under +44 (0) 20 3239 6452.

§ 9.2 In case of breach of the duty to submit a complaint or to let us know about the damage, your legally established right of warranty shall not be affected thereby. However, you will thereby assist us in asserting our own claims against the forwarding agent or the transportation insurance company.

## **§ 10 Warranty**

§ 10.1 Warranty will be provided in accordance with statutory regulations. Where defects are detected within the legally required warranty period of two years starting from the date of delivery, you are legally entitled to the right of rectification of defects (repair of deficiencies or substitute delivery), and - upon legal requirements provided – you shall also be legally entitled to the right of reduction of payment, cancellation of the contract, or damages if applicable. You are committed to permit us two attempts to rectify the defect if you have not set us an appropriate deadline that has passed without defect remedy. If your desired mode of rectification can only be carried out at disproportionately high costs, your entitlement shall be restricted to the other mode of rectification.

§ 10.2 We will not provide warranty for any damage and deficiencies resulting from improper use, operation or storage, negligent or faulty service and maintenance, overstraining, or improper repair performed to the product by repair-service providers who are not expressly authorised to do so.

§ 10.3 Should you desire repair or replacement of a deficient product, please return it to us. Please contact our support team by calling +44 (0) 20 3239 6452 or by sending an e-mail to [info@keller-sports.com](mailto:info@keller-sports.com).

### **§ 11 Liability**

Our liability for slightly negligent breach of duty is excluded, in as much as the latter does neither affect duties that are essential to the contract, damage caused by death or personal injury, nor warranties, nor claims that are within the scope of application of the German Product Liability Act (Produkthaftungsgesetz). The same applies to breaches of duty on the part of our vicarious agents.

### **§ 12 Privacy and Credit Assessment**

§ 12.1 We will use the data you have communicated to us in the first instance to process your order. For this purpose, we shall, as appropriate, share your data with other businesses such as suppliers that will deliver you the merchandise directly ex works. These businesses shall only be permitted to use your data to process your order and for no other purposes. Furthermore, we shall use data from our customer address list for advertising and market research purposes, and to this end shall pass them on to selected affiliated businesses. If you have expressly consented to such use, we shall recommend merchandise that might be of personal interest to you or shall make you promotional offers for customer care purposes and/or use your e-mail address for marketing purposes. As a matter of course, you can at any time disagree with your data being used for advertising purposes or withdraw your permission. From then on, we will no longer send you any catalogues or promotional e-mails.

§ 12.2 We save the wording of a contract and send you the ordering information and our general terms and conditions by email. You can view your past orders in our customer log-in area.

§ 12.3 In cases where the price is not paid in full upfront, we reserve the right to query SCHUFA Holding AG, Kormoranweg 5, D-65201 Wiesbaden, Germany for credit assessment purposes, if applicable, in order to protect our legitimate interests. Your interests that are worth of protection will be taken into consideration in compliance with legal regulations. Please [click here](#) for detailed information on data protection.

### **§ 13 Final Clauses**

§ 13.1 Should a particular clause of these general terms and conditions be ineffective, all other terms and conditions of the contract will remain unchanged. Applicable statutory regulations shall be effective instead of the ineffective clause.

§ 13.2 German law shall be applicable.