

General Terms and Conditions

Sport-Thieme GmbH, represented by the Managing Director Maximilian Hohe, processes your order(s) on the basis of the following general terms and conditions (T&Cs).

1. Conclusion of contract

Assuming no contract has been concluded between you and us, the prices stated are subject to change and are subject to prior sale.

When paying via PayPal, credit card or advance payment / prepayment, the sales contract shall be concluded upon issue of statement order.

When paying on account, the sales contract is concluded when we confirm your order. This happens no later than five days from receipt of the order either through the sending of an 'order confirmation' in writing, notification of delivery or through the delivery of the goods; during this time, you are bound to your order.

2. Delivery date and delivery

Unless otherwise stated in the particular product description, we will deliver within three weeks. Where delivery is to a foreign address, the delivery time is extended by one week. The delivery date is calculated from the date on which you receive our order confirmation. If you are paying in advance, the delivery time begins three days after your payment order to your bank.

For freight shipments, you are required to inform us prior to dispatch of any known restrictions that might affect the delivery vehicle. All freight shipments are delivered to the kerbside at the address provided by you.

If assembly has been agreed, the customer must ensure that the assembly area is prepared by the agreed date. We are entitled to engage subcontractors.

In the event of any damage occurring during transit, please inform us within 24 hours of receipt of the goods. Sport-Thieme insures all deliveries. Our customer service will be happy to help, telephone: +49 5357 181 503 or send an email to: aftersales@sport-thieme.de.

3. Prices

All prices stated are in euros. All prices for customers include statutory VAT.

a) VAT on orders from abroad:

For deliveries to end users in Belgium and the United Kingdom, the current VAT rate within these countries applies. For deliveries to end users in other European Union (EU) countries, the current German VAT rate applies, unless the item is exempt under Section 4, Clause 1b) in conjunction with Section 6a of the UStG (German VAT Act). For deliveries outside the EU, prices will be reduced by the amount of German VAT included. Payment of any country-specific import sales tax, as well as possible customs duties and fees, is the customer's responsibility.

b) Minimum order surcharge, minimum order value:

For order values of less than 39 euros, we apply a minimum order surcharge of 5 euros for all orders from Germany. The minimum order surcharge is shown on our order forms and is automatically displayed for online orders.

For deliveries to other EU countries, there is a minimum order value of 50 euros and for deliveries outside the EU, there is a minimum order value of 80 euros. For orders with a value of less than 750 euros, we apply a surcharge of 20 euros. The 'order value' is the value of the actual order and does not include any service charges or delivery costs.

4. Delivery charges

The shipping costs are determined according to the following categories. If an order is to be delivered to multiple delivery addresses, the delivery charges apply per address.

a) Costs for parcel service shipments:

The delivery charge within Germany is 6.99 euros. For heavy or bulky products marked 'heavy/bulky', the delivery charge is 19.90 euros.

b) Costs for freight shipments:

Items that are dispatched by freight are marked 'freight dispatch' in the product description and the shipping weight is provided. A delivery charge of 39 euros applies for all freight shipments up to 30 kg within Germany. For freight shipments over 30 kg within Germany, a charge of 0.99 euros applies per additional kilogram of shipping weight. For freight shipments to one of the German islands, a surcharge of 75 euros is applied.

c) Flat shipping rates:

Specific flat shipping rates apply to certain products. Information concerning these costs is included within the product description (see table tennis tables or soft flooring, for example). These flat shipping rates are charged per product.

d) Free delivery:

No delivery charge applies to products marked as 'free delivery'. If you include other products in your order, only these will be liable for standard delivery charges.

e) Deliveries outside Germany:

For postal deliveries to Belgium, Denmark, Luxembourg and the Netherlands, we apply a charge of 20 euros per consignment; for freight shipments, the costs are 2.50 euros per kilogram, with a minimum charge of 79 euros per consignment. For postal deliveries to the Czech Republic, France and Poland, we apply a charge of 30 euros per consignment; for freight shipments, the costs are 3.50 euros per kilogram, with a minimum charge of 99 euros per consignment. For postal deliveries to Bulgaria, Croatia, Cyprus, Estonia, Finland, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Malta, Portugal, Romania, Sweden, Switzerland, Slovakia, Slovenia, Spain, and the United Kingdom, we apply a charge of 40 euros per consignment; for freight shipments, the costs are 4 euros per kilogram, with a minimum charge of 109 euros per consignment. Delivery charges for deliveries to countries outside the EU are available on request.

As standard, shipping outside of Germany follows the Free Carrier (FCA) rule as per INCOTERMS 2010 (FCA Grasleben); this does not include the cost of any additional export packaging that may be needed. Contact us for more information at: info@sport-thieme.com or telephone: +49 5357 181 503.

5. Payment

Paying for goods ordered is convenient and easy. Payment can either be made by:

a) Bank transfer:

Only existing customers may pay for their goods on account. A transfer form will be included with the delivery. The payment terms are 21 days from delivery.

b) Credit card:

Your credit card will be debited with the amount of the invoice your order is put in our system.

c) Payment in advance / prepayment:

You can transfer the amount stated on the order confirmation in advance to the account listed at the end of this paragraph. Once we receive payment, goods will be dispatched immediately. The bank details are as follows: Sport-Thieme GmbH
Commerzbank, Wolfsburg
IBAN: DE59 2698 1062 0300 3802 00
BIC: DRESDEFF269

d) PayPal

6. Statutory right of withdrawal and voluntary right of return

If you are neither purchasing the goods for commercial use nor for your own business purposes and you are resident within the European Union, you have the statutory right to withdraw from your contract, in accordance with Sections 312g and 355 of the BGB (German Civil Code). Details of how to do so follow at the end of these T&Cs.

Irrespective of all statutory return and cancellation rights, we also offer all customers a 100-day returns guarantee, without them having to provide a reason, in accordance with the following terms and conditions.

The returns period begins following complete delivery of the goods. In order to qualify for this guarantee, it is sufficient to send the items on time. For those items that cannot be sent by post (e.g. bulky items), a written return request will suffice. The return or the return request must be sent to:

Sport-Thieme GmbH
Helmstedter Str. 40
38368 Grasleben
Germany
Fax: +49 5357 970 921
Email: aftersales@sport-thieme.de

You are liable for the cost of returns or return postage. We can refuse to refund the purchase price until we have received the returned goods. We can demand advance payment of the transport costs before we take back items that cannot be sent by post.

Excluded from this returns guarantee are items that are damaged or items that show signs of use beyond what would be expected when ascertaining the quality, features and functionality of the item. The returns guarantee also excludes items that have been specially made (bespoke) or items where the seal has been broken.

7. Defects

If the goods are defective, then your statutory rights will apply subject to clause 8. If you do receive a defective item despite our comprehensive quality controls, our customer care team will be happy to help you.

8. Liability

Customer claims for compensation are not accepted. Exceptions to this are where loss of life, injury to body or health or a breach of contractual obligations have occurred as well as liabilities for other damages, due to wilful or grossly negligent acts by us, our legal representatives or vicarious agents. Essential contractual commitments are those necessary to ensure the fulfilment of the contract aims. In the case of a negligent breach of contractual duties, our liability is limited to foreseeable damages typical of the contract concerned.

The restrictions mentioned in paragraphs 1 and 2 also apply in favour of our legal representatives and agents, should claims be brought directly against them. The provision of the product liability law remains unaffected.

9. Guarantee conditions

Commercial buyers who purchase goods for the purpose of reselling are excluded from our guarantee.

Guarantees do not restrict statutory rights, in particular those relating to supplementary performance, abatement, cancellation and compensation, and apply from the time the goods are handed over to the customer until the time the guarantee expires. In the case of a guarantee claim, the customer is entitled to return the item to the address listed at the end of this paragraph at our cost, up until the date on which the guarantee expires. We will decide whether the item is to be repaired or replaced. The guarantee does not apply to wear and tear of products or to items that have been damaged by the customer. Provider of the guarantee: Sport-Thieme GmbH
Helmstedter Str. 40
38368 Grasleben
Germany

10. Retention of title

The goods remain our property until full payment has been received (including VAT and delivery charges). Customers are not permitted to sell on the items until full payment has been made.

If the customer has purchased the items acting in a commercial or independent professional capacity, then the resale of goods is permitted within the normal course of business.

11. Protective rights

We retain the intellectual property rights and copyrights on all products, images and other documents that we deliver. Their use by a third party is subject to our approval.

12. Other terms and conditions

In certain countries we will forward your order to our trading partners, who will immediately send you a quotation with prices and conditions.

Should any of our terms and conditions be rendered invalid, all other terms and conditions remain valid. We hereby reject the customer's terms and conditions.

The place of jurisdiction is our company business address if the customer is a merchant, a legal entity under public law, a special fund under public law or if the customer is not resident within the European Union. We have the right to bring a claim at the customer's place of general jurisdiction.

This agreement is governed by German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods. In dealings with end users within the European Union, the laws at the end user's place of residence may also apply, providing that they are compulsory consumer rights provisions.

- Sport-Thieme GmbH -