

## General Terms and Conditions of Martin Gröber

<http://www.bogen-daumenring.de>

Simply order via e-mail to: [thumbbringarchery@gmail.com](mailto:thumbbringarchery@gmail.com)

Telephone: 0049 (0)89 - 149 596 04

Fax: 0049 (0)89 - 158 830 67

To start with only one rule: Payment before dispatch. Our most important "business term" is that the customer is happy. This is why we will exchange products without comment if they don't fit. (The statutory period of two weeks is of course guaranteed, but even if you only notice the problem later, we are usually able find a solution).

Providing personal recommendations and advice is important to use, as we are passionate archers ourselves.

As it is a statutory requirement, here is the official version:

Terms and Conditions for sales to private end users via mail-order

**1. Terms and Conditions** The following terms and conditions apply to all product sales to private end users, if conducted exclusively via electronic communication, unless other terms were agreed upon in writing.

**2. Purchasing contract** The purchasing contract is created by you sending us your acceptance of the offer and us sending an order confirmation (e-mail). Specific features are only guaranteed if agreed upon in writing.

**3. Privacy policy** Your order information will be used exclusively to process your order. Your information will be processed and saved according to the German Teleservice Act (TDDSG) and the German Data Protection Act (BDSG). You still have the right to free information, reporting, blocking and deletion of your saved information. Please contact:

[Martin Gröber, Donauwörther Str. 2, 80997 Munich Telephone: +49\(0\)89-14959604, Fax: 089 - 15883067, E-mail: thumbbringarchery@gmail.com](mailto:thumbbringarchery@gmail.com)

Your personal information including delivery address, e-mail and phone number will not be given to third parties without your express and revocable authorization.

**4. Shipping, Shipping Costs** The company Martin Gröber / Archery Thumb Rings Munich will choose the form of transport. Shipping costs within Germany are included in the price of the ring.

Prices for shipping outside Germany can be calculated separately

**5. Right to cancellation** You may revoke your agreement to the contract within 14 days in writing without stating your reasons (e.g. via letter, fax or e-mail) or by returning the products. This period begins at the earliest when you have received the product and these terms in writing. It is enough for the date of dispatch to fall within the revocation deadline.

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Consequences of revocation If the revocation is successful, the services provided by each party and any derived benefits (i.e. interest) are to be returned. If you cannot return the service received in whole or in part or only in a worse condition, you will have to pay for the difference. This does not apply in the case if the reduction in value is determined on examination of the product, as would have been the case if the object had been purchased in a shop. You can also avoid liability for damage or loss by not accepting ownership of the object and by refraining from any activity that will negatively affect its value. Objects that can be sent by mail are to be shipped in that manner. You must carry the costs of sending the items back, if the delivered products correspond to the order and if the cost of the objects to be sent back is not over 40 Euros. In case of a higher price, you are responsible for shipping costs if at the time of cancellation you have not provided the return service a contractually determined partial payment. Otherwise return shipping is free of charge to the customer. Within 30 days after sending of your statement of cancellation you must fulfil all obligations required for reimbursement.

**6. Warranty** The warranty period is 2 years and begins on receipt of the product. We are liable for defects existing at the time of transfer of the product to the buyer. Liability for the product and defects is provided via supplementary performance, i.e. remediation of a defect or additional delivery according to the legal regulations. If the supplementary performance fails the buyer has the right to demand a reduction in the purchasing price or to cancel the purchasing contract. The warranty expires 24 months after transfer of ownership of the product. Defects due to unsuitable or inappropriate use or treatment of the product, faulty installation or operation by the buyer or third parties as well as natural wear-and-tear are not covered by this warranty. The company Martin Gröber / Archery Thumb Rings Munich reserves the right to immediately exchange the products, as long as it is in stock.

### **7. Liability and insurance for archery courses and training**

The use of the archery site is at your own risk, a liability of the operator and the landowner is excluded.

The operator and the property owners do not occur for any damages of users.

Each user of the site must have a personal liability insurance.

In case of damage caused by the participants themselves, operators and property owners also occur in non-liability.

Place of execution and legal venue is Munich, 01/09/2014