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Handarbeit für Beinarbeit

CARBONSPTS - GENERAL TERMS AND CONDITIONS FOR BUSINESS

1. APPLICABILITY

These Terms and Conditions of Sale are expressly applicable only to customers that are either a commercial enterprise (Section 14 German Civil Code, "BGB"), a corporate body under public law, or a special fund under public law. Separate General Terms and Conditions are applicable to consumers.

All deliveries and the associated services shall be performed exclusively on the basis of these Terms and Conditions of Sale. References to the customer's Terms and Conditions are hereby rejected. Deviations from these Terms and Conditions require specific approval in writing by CarbonSports. CarbonSports' Terms and Conditions will remain in effect even if CarbonSports performs the delivery or service without reservation while being aware of opposing or different customer Terms and Conditions.

2. OFFER AND CONTRACT CONCLUSION

- 2.1 The presentation of goods and products, particularly in the Internet, and drawings, figures, weights, prices, and dimensions are non-binding and do not represent an offer by CarbonSports. CarbonSports reserves the right to make changes in quality and design. CarbonSports assumes no liability whatsoever for print and presentation errors.
- 2.2 By placing an order, the customer makes a binding offer to CarbonSports to conclude a contract with the customer. A contract with CarbonSports shall not be considered concluded until
- the customer accepts the offer without reservations or
 - the customer accepts the written confirmation of order from CarbonSports or
 - CarbonSports starts performance of the delivery or service.

If CarbonSports confirms the order in writing, the confirmation defines the content and scope of the contract unless specified otherwise in writing.

If CarbonSports submits an offer to the customer by letter or e-mail and unless otherwise agreed, CarbonSports shall be bound by the offer for a period of 4 weeks after submitting it. A longer commitment period may be agreed in individual cases, but it may not exceed 3 months after submitting the offer.

Furthermore, a customer shall have the option of asking the seller about a certain item, either by telephone, e-mail, fax, or letter. Upon receiving such an inquiry, the Seller shall submit an offer to the customer separately by e-mail, letter or fax. A contract shall be concluded only if the customer accepts this offer.

- 2.3 If the customer submits the order by e-mail, CarbonSports will send an e-mail that confirms receipt of the order and lists the details of the order (order confirmation). This order confirmation does not constitute an acceptance of the customer's order, but merely informs the customer that CarbonSports has received his/her purchase order. The contract will only be deemed concluded upon written confirmation of the order by CarbonSports or delivery of the goods.

Lightweight



Lightweight

Handarbeit für Beinarbeit

- 2.4 The offers by CarbonSports are subject to change and non-binding. Performance is subject to CarbonSports receiving deliveries on time.
- 2.5 CarbonSports reserves the right to perform a credit check even after conclusion of the contract and to cancel the contract if the result of the credit check is negative. CarbonSports also reserves the right to cancel the contract if the goods will not be available for a period of at least four weeks or if data errors mean that CarbonSports cannot deliver the customer's order. If the goods are not available, CarbonSports undertakes to inform the customer of such fact without delay and to refund the purchase price, if it was already paid, also without delay.

3. PRICE AND PAYMENT TERMS

- 3.1 The prices valid in the general price list on the day of shipping are applicable.
- 3.2 Unless otherwise agreed in writing, all prices are net excluding packaging and other shipping and transport costs, costs for set-up, assembly, fitting or installation.
- 3.3 The statutory value added tax is not included in the prices; it is indicated separately at the statutory rate in the invoice on the date of issue of the invoice.
- 3.4 Packaging is charged at the costs we incur and will only be refunded if CarbonSports is subject to legal requirements. In this case the customer is required to pay all costs involved in the system (e.g. rental container).
- 3.5 In the case of contracts with a delivery time of more than four months, CarbonSports reserves the right to increase prices corresponding to any cost increases announced by the manufacturer. If the price increase is greater than 10% of the agreed price, the customer shall have the right to revoke the contract. The customer shall exercise this right of revocation immediately on receipt of the notice of price increase.
- 3.6 Deduction of a discount requires specific agreement in writing.
- 3.7 The purchase price is due on submission of the order. If CarbonSports is not notified, the customer shall be overdue by 10 days at the latest after the due date. If the customer is late in paying, CarbonSports shall have the right to demand late payment interest, and if the invoice is issued in euros interest will be calculated at eight percentage points above the basic interest rate set by the German Bundesbank, and if the invoice is issued in a different currency interest will be calculated at eight percentage points above the discount rate applicable at the time by the central bank of the country in whose currency the invoice was issued, if CarbonSports does not confirm additional damages caused by the customer. In addition, CarbonSports shall have the right to revoke the contract immediately without prior notice of revocation. In this case all money due to CarbonSports by the customer will be due and payable immediately without additional notice.



Lightweight

Handarbeit für Beinarbeit

- 3.8 The purchaser can pay the purchase price in cash, by prior electronic funds transfer, and by direct debit order.
- 3.9 In the case of payments by direct debit, the purchaser is responsible for providing correct bank details (account number, bank routing number, bank name). If there are insufficient funds available, or if the bank information is incorrect, with the result that additional bank fees are charged, they must be paid by the purchaser. In addition, a separate processing fee of 15.00 Euros will be charged.
- 3.10 If a specific agreement is made to accept checks in a specific case, CarbonSports shall accept checks subject to clearance but not in lieu of clearance. Any additional costs involved with the checks shall be paid by the customer. CarbonSports shall not accept payment by check as final until the amounts involved have been credited to the account without reservation.
- 3.11 CarbonSports is authorised to assign claim against customers to third parties.

4. DELIVERY TERMS AND DELAYED DELIVERY

- 4.1 Delivery deadlines and delivery schedules are non-binding and are always considered approximate, unless specifically agreed otherwise in writing and the customer has provided or made available to CarbonSports in good time all information and documents required for performance of the services.
- 4.2 If amendments or supplements to the contract are agreed after conclusion of the contract, a new delivery deadline must be specified at the same time. The new delivery deadline will not start until CarbonSports has issued a new order confirmation.
- 4.3 Events resulting from force majeure will authorise CarbonSports to delay provision of the service for an appropriate period or to revoke the component of the contract that has not yet been fulfilled. Force majeure includes strike, lockout, mobilisation, war, blockade, export and import prohibitions, fire, traffic blockages, interference with operations and transport, and similar circumstances, including with suppliers to CarbonSports. Claims by the customer for damages resulting from force majeure shall not be accepted unless CarbonSports can be shown to have acted deliberately or was grossly negligent.
- 4.4 Otherwise, in the event of a delayed delivery, the customer shall request CarbonSports in writing to perform the delivery within an appropriate period, which must be at least four weeks, and to declare that it will not accept delivery after the expiration of this period. Only after the expiration of this period may the customer revoke the contract. The customer will have no claim for additional damages, unless CarbonSports has acted deliberately or with gross negligence to cause the delay.



Lightweight

Handarbeit für Beinarbeit

- 4.5 Partial deliveries are permitted.
- 4.6 In the event of purchase on call, the customer must accept the goods three months at the latest from the date the order was confirmed.
- 4.7 The occurrence of delayed delivery by CarbonSports shall be determined on the basis of the relevant laws and regulations. In this case, however, a reminder notice by the customer shall be required.

5. TRANSFER OF RISK, DELAY IN ACCEPTANCE

- 5.1 The place of performance is the head office of CarbonSports.
- 5.2 The risk of accidental destruction and accidental deterioration of the goods is transferred to the customer as soon as the goods are available for pickup at the head office of CarbonSports and the customer has been informed that the goods are ready for transport.
- 5.3 If, on request of the customer, CarbonSports sends the goods to a different location from the place of performance, the risk of accidental destruction and accidental deterioration of the goods is transferred to the customer as soon as CarbonSports has given the item to the transport company or the parcel delivery service. Otherwise the risk is transferred once the item has been handed to the customer, in case of delayed acceptance by the customer Section 300 (2) of the German Civil Code (BGB) applies.
- 5.4 These provisions are also applicable if partial deliveries are made or if CarbonSports has agreed to additional deliveries.

6. RESERVATION OF OWNERSHIP

- 6.1 CarbonSports retains ownership of the delivered goods until payment in full of all demands arising from the business relationship, even if payments for specifically identified demands have been made. In a running account the retention of ownership is considered a security for payment of the balance to CarbonSports.
- 6.2 Goods subject to retention of ownership must not be disposed of other than by standard business transactions. This does not apply if the customer is in arrears. The customer is not authorised to register a lien or to use the goods as security. CarbonSports must be notified immediately of a registration of lien, confiscation or other disposition by a third party.
- 6.3 Every change and processing or connection of the goods delivered by CarbonSports made by the customer is performed on behalf of CarbonSports, without CarbonSports incurring any liabilities as a result. If the goods are processed, converted or connected to other items that do not belong to CarbonSports, CarbonSports will have a right of ownership in the new item to the extent of the proportion of the invoice value of the processed, converted or connected reserved goods to the value of the new item.



Lightweight

Handarbeit für Beinarbeit

- 6.4 The customer shall assign to CarbonSports all claims – including all settlements of accounts from current accounts – against third parties that arise in connection with the use of the goods under retention of ownership, particularly as a result of on-sale, handling and processing, to the amount of the invoice value of the goods delivered by CarbonSports. The assignment shall be security for all demands, particularly demands for compensation for damages, that CarbonSports has against the customer. The customer is authorised collect the assigned claims until the assignment is revoked by CarbonSports. The authorisation for collection will also be revoked without a specific revocation in case of delay or any other signs that the customer is having difficulty making payments.
- 6.5 If the sales value of the current securities exceeds the total demands by CarbonSports in total by over 20%, CarbonSports is obliged to release the securities at the option of CarbonSports on demand by the customer.
- 6.6 If the customer falls into arrears with payments, the customer shall provide CarbonSports with all information required to enforce the retention of ownership rights of CarbonSports, particularly to provide information on the retained goods and their location.
- 6.7 The right of the customer to possess the retained goods is revoked if the customer does not fulfil the obligations arising from the mutual business relationships. In such cases, CarbonSports shall be entitled to rescind the contract in accordance with the relevant provisions of law, and to demand return of the goods by reason of retention of ownership and rescission. If the customer does not pay the purchase price when due, CarbonSports may only assert these rights if it will have first granted the customer an appropriate grace period for payment without success, or if it would not be necessary to grant such a grace period under the relevant laws or regulations. If the customer does not satisfy the aforementioned demand to return the goods, CarbonSports shall also be entitled to access the business premises or other premises of the customer, take possession of the retained goods, and sell the goods at the best possible price, after due notice to the customer. The proceeds will be credited to the customer's liabilities after deduction of the costs. The repossession and sale of the items subject to reservation of ownership does not constitute revocation of the contract.

7. Warranty

- 7.1 Claims for defects do not apply in the case of insignificant deviation from the agreed characteristics.
- 7.2 Information in catalogues, price lists, and other information material approved by CarbonSports and information describing the product do not constitute a warranty for a specific characteristic of the service. Any warranties of characteristics must be specifically agreed in writing.



Lightweight

Handarbeit für Beinarbeit

- 7.3 The rights of the customer in the event of defects in the item require the customer to check the items for obvious defects, incorrect quantities or wrong deliveries immediately after receipt and to report defects in writing immediately, or no later than five days after receipt; this also applies for concealed defects. This provision shall also apply if the goods are not delivered directly to the customer but to a third person appointed by the customer. The date of receipt by CarbonSports of a written complaint by letter (also by fax) or by e-mail shall be determining. Section 377 of the German Civil Code (HGB) shall apply additionally vis-à-vis registered merchants. After expiration of this deadline CarbonSports is released from the warranty. On notification of a defect, the customer will be issued a RMA number, which must be applied to the outside of the return package in a legible form. Packages without a RMA number will not be accepted by CarbonSports and will be returned at the customer's expense. The customer shall be obligated to return the faulted goods in the original or equivalent packaging to CarbonSports for inspection.
- 7.4 In the event of a complaint of a defect, CarbonSports retains the right to inspect and test the service or the item that is the subject of a complaint.
- 7.5 In the event of shipping damage before accepting and unloading the goods, the shipper must prepare a damage report immediately and written certification must be procured from the recipient of the report. The unreserved acceptance of the delivery by the shipper is considered proof of the faultless condition of the goods at the time of transfer of risk and eliminates the option of making claims for damages against CarbonSports. The purchaser is responsible for the maintenance of any rights of revocation against third parties.
- 7.6 CarbonSports does not accept any liability for damage that is the result of unsuitable or improper use of the goods, incorrect assembly or commissioning by the customer or third parties, and can be attributed to natural wear and tear. Standard approved or technically unavoidable variations in the characteristics and appearance of the goods shall not justify complaints of defects.
- The same applies for defects that result without approval of CarbonSports or are the result of deliberate action.
- 7.7 In the event of a warranty claim, CarbonSports has the option of repairing the defect (two attempts at correction) or supplying a replacement. If repair or replacement fails after an appropriate period, the purchaser will have the choice of demanding a reduction of the payment (reduction) or revoking the contract (cancellation). No further claims, particularly claims for damages, will be accepted. In the event of a replacement item, the seller retains the right to deliver a contractual item that is different but equivalent in modification or configuration that corresponds to the current product range of the manufacturer at the time of delivery.



Lightweight

Handarbeit für Beinarbeit

8. LIABILITY

- 8.1 CarbonSports, its representatives and agents shall be liable for consequential and immediate damages in the event of deliberate action and gross negligence only, regardless of the legal basis. Claims for damages under the German law regulating liability for faulty products (ProdHaftG) remain unaffected, as does liability for injuries to life, limb and health and also the liability for violation of contractual obligations. However, claims for damages for violation of substantial contractual obligations are restricted to typical foreseeable contractual damages.
- 8.2 In case of slight negligence, CarbonSports shall be liable for losses due to delays for an amount of only up to 5% of the agreed purchase price. The same applies to a breach of contractual obligations by CarbonSports, if it was due to slight negligence.
- 8.3 Where the liability of CarbonSports is excluded or limited, the same exclusion or liability shall apply to the personal liability of its employees, representatives, and vicarious agents.

9. LIMITATION

The limitation period for warranty claims resulting from defects and claims for damages, regardless of the legal reason, is one (1) year from delivery of the purchased item. The limitation period also applies for other claims for damages, regardless of the legal reason.

The above limitation period does not apply to deliberate action. It also does not apply if CarbonSports has fraudulently concealed the defect and also not in cases subject to the German Product Liability Act. The limitation period for all claims for damages starts on the date of delivery. Otherwise the legal regulations apply.

The limitation period is two (2) years for goods that are resold to consumers.

10. MISCELLANEOUS

- 10.1 Changes or additions to the Contract and/or these Terms and Conditions of Service and ancillary agreements must be in writing. This is also applicable for changes to the requirement for changes to be in writing.
- 10.2 If a provision of the Contract and/or these Terms and Conditions of Service becomes invalid in whole or in part, this shall not render the entire Terms and Conditions invalid.
- 10.3 The court of jurisdiction for all disputes arising from the contractual relationship is the head office of CarbonSports. However, CarbonSports is authorised to sue the customer in any other jurisdiction.
- 10.4 The laws of the Federal Republic of Germany shall apply exclusively, particularly the provisions of the German Civil Code (BGB) and the German Commercial Code (HGB), even if the item is to be delivered to a foreign country or the concluded contract otherwise has a foreign component.



Lightweight

Handarbeit für Beinarbeit

- 10.5 The German version of these General Terms and Conditions is authoritative. Versions in other languages are for information only.
- 10.6 The customer shall bear all fees, costs and outlays incurred in connection with any legal claims successfully asserted against it in a country besides Germany.