



*Lightweight*

*Handarbeit für Beinarbeit*

## **CARBONSPTS GENERAL TERMS AND CONDITIONS FOR CONSUMERS AND RIGHT OF REVOCATION SECTION 3**

### **1. APPLICABILITY**

1.1 The General Terms and Conditions for Consumers (GTC - Consumers) of CarbonSports GmbH apply to all legal transactions of CarbonSports GmbH with consumers. All offers, deliveries, and services of CarbonSports to consumers take place exclusively under these GTC - Consumers in the version valid at the time of conclusion of the contract.

1.2 These General Terms and Conditions apply to all items and services, such as Wheel Protection, that CarbonSports offers for sale to consumers, regardless of whether the contract is concluded by mail, Internet, telephone, fax or personal collection.

1.3 Upon request, CarbonSports will provide the contract partner with a copy of the GTC - Consumers. The GTC - Consumers can also be viewed online at, downloaded from, and printed at [www.lightweight.info](http://www.lightweight.info).

### **2. OFFER AND CONTRACT CONCLUSION**

2.1 The presentation of the goods and products, especially on the Internet, as well as drawings, figures, weights, prices, and dimensions are for information only and do not represent an offer of CarbonSports, but they represent a request for submission of offers by interested consumers. CarbonSports reserves the right to make changes in quality and design. CarbonSports assumes no liability whatsoever for print and presentation errors

2.2 At [www.lightweight.info](http://www.lightweight.info) the customer can select products and place them in the shopping basket at any time by clicking on the "Buy" button. By clicking on "Shopping Basket," the customer can see a summary of the products in his shopping basket. By clicking on the "Check-out" button, the customer is taken to the purchase order page, which shows a summary of selected products. In the input mask on the purchase order page, the customer enters the necessary data for concluding the contract and selects the desired payment and delivery method. The purchase order is then summarized, reviewed and corrected if necessary in the same input mask. After the customer accepts the General Terms and Conditions by placing a check in the corresponding box, he can submit his order. Only by clicking on the button "Buy Now" does the customer submit a binding purchase order offer, which will be transmitted to CarbonSports.

CarbonSports will send the consumer an e-mail which confirms receipt of the purchase order and lists its details (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 receipt of another e-mail, the written order confirmation by CarbonSports or delivery of the goods.

2.3 Orders will be accepted from adult customers only. Goods will be delivered only in standard household quantities.



*Lightweight*

*Handarbeit für Beinarbeit*

### **3. RIGHT OF REVOCATION / RIGHTS OF REVOCATION AND RETURN IN THE CASE OF DISTANCE SALES CONTRACTS WITH CONSUMERS**

#### **CANCELLATION RIGHT**

You have the right to cancel this contract within a period of 14 days without stating reasons. The cancellation period begins 14 days from the day when you or someone designated by you, which is not the carrier, takes possession of the goods. To exercise your cancellation right, you must inform us by way of a clearly worded statement (e.g., regular letter, fax or e-mail) of your decision to cancel this contract, using the following contact data:

CarbonSports GmbH  
Lightweight Shop  
Otto-Lilienthal-Str. 15  
88046 Friedrichshafen  
Germany

Phone: +49 (7541) 3889-12  
Fax: +49 (7541) 3889-55  
E-mail: [mail@lightweight.info](mailto:mail@lightweight.info)

For this purpose, you can use the sample text "cancellation form" (download: <http://lightweight.info/int/en/cancellation-form.pdf>), although this is not required. To observe the cancellation period, it suffices to send the cancellation notice before expiration of the cancellation period.

#### **CONSEQUENCES OF CANCELLATION**

If you cancel this contract, we will be required to refund all payments that we received from you, including shipping costs (with the exception of additional costs incurred because you chose a different shipping method than the lowest-cost standard shipping offered by us), without delay and no later than 14 days of the day on which we received your cancellation notice. For the refund, we will use the same payment method that you used for the original transaction, unless another arrangement was expressly agreed with you; in no case will we charge you fees for this refund. We can refuse the refund until we have received the goods back or until you can demonstrate that you sent the goods back, whichever date is earlier. You must return the goods to us without delay and in any case no later than within 14 days of the date on which you informed us of the cancellation of this contract, at the following address:

CarbonSports GmbH  
Lightweight Shop  
Otto-Lilienthal-Str. 15  
88046 Friedrichshafen  
Germany

This deadline will be deemed to have been met if you send the goods before expiration of the 14-day period. You will be responsible for any loss of value of the goods only if this loss can be attributed to handling by you to an extent that was beyond that required to inspect the condition, quality and functionality of the goods.

You are responsible for the direct costs of returning the goods.



*Lightweight*

*Handarbeit für Beinarbeit*

## **FINANCED TRANSACTIONS**

If the consumer has financed this contract with a loan and the consumer exercises the right of revocation, the consumer no longer has any obligations under the loan contract if both contracts form one business transaction. This is particularly applicable if CarbonSports is also your loan provider or if the loan provider operates in cooperation with CarbonSports for the financing. If CarbonSports has already received the loan funds at the time the revocation becomes effective or the returned goods are received, the consumer's loan provider is subject to CarbonSports rights and obligations under the financed contract in the same ratio as the consumer as a result of the revocation or the return of the goods. If the consumer wishes to avoid a contractual obligation as far as possible, the consumer shall exercise his/her right of return and shall revoke the declaration of intent submitted on conclusion of the loan contract.

The cancellation right pursuant to Section 312d (4) BGB (German Civil Code) applies to all goods and services, with the exception of goods

- that were produced according to customer specifications or that are clearly customized to suit the customer's personal needs (made to specifications);
- that are not suited for return shipment by reason of their properties;
- that consist of audio or video recordings or software, if the delivered data carriers have been unsealed by the consumer;
- that consist of newspapers, magazines and pictorials, unless the consumer entered into the contract by telephone.

## **SAMPLE CANCELLATION FORM**

You can find the sample Cancellation Form at the following link: <http://lightweight.info/int/en/cancellation-form.pdf>

Use of the sample Cancellation Form is by no means required.

## **4. RETURN SHIPMENT**

To protect the goods, we ask customers to use our shipping packaging. However, use of this packaging is not required in the event of purchase order cancellation or product quality complaints.

## **5. NON-AVAILABILITY OF GOODS**

CarbonSports will inform customers immediately if goods will be unavailable for a longer period of time and refund any customer payments without delay. In this case, no contract will be established.



*Lightweight*

*Handarbeit für Beinarbeit*

## 6. DELIVERY, AVAILABILITY OF GOODS

6.1 Delivery times for goods in stock:

**Delivery times in Germany:**

- Delivery within 2 - 3 business days

**Delivery times in Liechtenstein, Luxembourg and Switzerland:**

- Delivery within 3 - 8 business days

**Delivery times within the EU, with the exception of French Guyana, Martinique, Guadeloupe, Réunion, Mayotte, Canary Islands, Ceuta and Melilla, and the Azores and Madeira**

- Delivery within 8 - 14 business days

**Delivery times in all other countries:**

- Delivery within 10 - 21 business days

If the ordered goods are not in stock, CarbonSports will order the goods immediately, inform the customer by e-mail without delay, and communicate the estimated delivery date.

In the case of separately labeled goods, the special delivery times indicated for such goods in the online shop apply.

6.2 If delivery is delayed by more than three weeks after the delivery date, the customer will be entitled to rescind the contract. Furthermore, CarbonSports will also be entitled to rescind the contract in this case. If that happens, CarbonSports will immediately refund any payments already made by the customer.

6.3 If you order several items and some of them are not in stock, we will first send you the items we have in stock so that you do not have to wait for all the items you ordered. We will then ship the remaining items separately as quickly as possible, without additional shipping costs.

6.4 If CarbonSports incurs additional shipping costs due to the indication of an incorrect delivery address and/or incorrect recipient, the customer will be required to reimburse these costs, unless he is not responsible for the incorrect information.

## 7. PRICES AND PAYMENT TERMS

7.1 The purchase agreement will be established at the current prices in effect at the time of the order.

The total price is composed of the price quoted in the product description published on our website, the currently applicable sales tax, and the shipping costs, which are also indicated in the shopping basket and are presented separately for each order before shipping, except in those individual cases in which other agreements are made.

When products are shipped to countries outside the European Community, customs and taxes may be levied additionally in the respective importing country. You can obtain detailed information on customs and importation regulations from your local Chamber of Commerce or Customs Office.



*Lightweight*

*Handarbeit für Beinarbeit*

7.2 The purchase price for the ordered goods is due and payable immediately after establishment of the contract. It must be paid in advance against the transmitted invoice or order confirmation. If the payment due date is stated as a calendar date, the customer will be in default by failing to make payment on or before this date. In this case, Section 7.3.4 will apply.

7.3 CarbonSports offers different ways of paying for the ordered goods. Customers can either pay in advance, or by credit card or PayPal. The form of payment must be stated on the purchase order form.

7.3.1 If you pay **in advance**, you must first transfer the purchase price to CarbonSports before the goods can be shipped or the service provided to you.

7.3.2 We accept the following **credit cards**: Visa Card, Master Card, American Express. When paying by credit card, you must tell CarbonSports the card number, the security code and the expiration date of the credit card. When the invoice is issued, the invoice amount will be charged to your credit card account.

7.3.3 The customer also has the option of selecting payment by PayPal in the shopping basket in the CarbonSports online shop at [www.shop.lightweight.info](http://www.shop.lightweight.info). With this method of payment the payment is made via PayPal (Europe) S.à r.l. & Cie, S.C.A., with its head office in Luxemburg. The customer can log into the customer's PayPal account with the e-mail address used for PayPal and the PayPal password to make the payment. Alternatively, the customer can pay via PayPal with a credit card or electronic funds transfer without having to register with PayPal. PayPal can only be used in the European Union and only for online orders. All payments with PayPal are in euros; PayPal will charge a fee for payments made in other currencies.

7.3.4 **Additional terms and conditions:** With every order we reserve the right not to offer specific payment methods and to require different payment methods. Payment will be overdue if the invoice is not paid by the due date at the latest. If payment becomes overdue, the full amount will be due and payable immediately. While payment is overdue, CarbonSports reserves the right to charge interest at an annual rate of 5 percentage points above the applicable basic interest rate of the European Central Bank (**available at: <http://basiszinssatz.info/aktuell/>**). CarbonSports remains free to demand additional compensation for the payment delay and also to prove other damages.

7.4 As a matter of principle, domestic or international bank charges will not be borne by CarbonSports. Cash discounts will not be granted.

7.5 CarbonSports will dispatch the goods after having received the full invoice amount. If the goods are to be picked up at the CarbonSports headquarters, the goods will be surrendered in return for payment.

7.6 The customer may only offset undisputed or legally established counterclaims.



*Lightweight*

*Handarbeit für Beinarbeit*

## 8. INSPECTION OF GOODS UPON DELIVERY / COMPLAINTS

8.1 The goods should be inspected for shipping damage immediately upon delivery or receipt by the customer or his authorized agent. In particular, visually apparent shipping damage should be notified to CarbonSports immediately in text form.

The customer must have packaging damage confirmed in writing by the transport company and the seller must be notified without delay.

8.2 In case of complaints, used clothing items should be washed before being shipped back to us.

8.3 To notify delivery defects and complaints, the customer should contact CarbonSports

CarbonSports GmbH  
Otto-Lilienthal -Str. 15  
88046 Friedrichshafen  
Germany

Phone: +49 (7541) 3889-12  
Fax: +49 (7541) 3889-55  
E-Mail: [mail@lightweight.info](mailto:mail@lightweight.info)

## 9. RESERVATION OF OWNERSHIP

The goods remain property of CarbonSports until paid for in full.

## 10. WARRANTY / WHEEL PROTECTION / CRASH REPLACEMENT

CarbonSports' warranty obligations, i.e. obligations in the event of delivery of defective goods, shall be based on valid legal provisions.

Please submit any claims to:

CarbonSports GmbH  
Otto-Lilienthal-Str. 15  
88046 Friedrichshafen  
Germany

Phone: +49 (7541) 3889-12  
Fax: +49 (7541) 3889-55  
E-Mail: [mail@lightweight.info](mailto:mail@lightweight.info)

Subject to further conditions, customers have the option of extending their warranty rights with

- **Wheel protection ("LAUFRADSCHUTZ")**, for an additional charge  
Terms and conditions here: <http://lightweight.info/int/en/service/wheelprotection.pdf>

- and free **CrashReplacement**  
Terms and conditions here: <http://lightweight.info/int/en/service/crashreplacement.pdf>



*Lightweight*

*Handarbeit für Beinarbeit*

Claims under the **LAUFRADSCHUTZ** and **CrashReplacement** extended warranty programs can be asserted without detriment to statutory claims and rights.

## 11. DAMAGES

11.1 Except in cases of deliberate and grossly negligent infringement against contractual obligations by CarbonSports, liability is limited to typical, foreseeable damage. This limitation of liability does not apply in cases of fatality, injury or health impairment.

11.2 Claims of the customer under warranties provided by CarbonSports and under the German Product Liability Act remain unaffected by the above provisions.

## 12. OUR CONTACT INFORMATION

CarbonSports GmbH  
Otto-Lilienthal-Str. 15  
88046 Friedrichshafen  
Germany

Phone: +49 (7541) 3889-12  
Fax: +49 (7541) 3889-55  
E-Mail: [mail@lightweight.info](mailto:mail@lightweight.info)

## 13. DATA PRIVACY

The data privacy regulations of CarbonSports apply (available at <http://lightweight.info/int/en/privacy>)

## 14. MISCELLANEOUS

14.1 Should one or more provisions of these General Terms and Conditions for Consumers become invalid, this shall not render the entire contract invalid. Instead, the invalid provision shall be replaced by the relevant statutory provision.

14.2 It is agreed that all contracts concluded with us are to be construed in accordance with the laws of the Federal Republic of Germany. Applicability of the Vienna UN Convention on Contracts for the International Sale of Goods is excluded. If the customer does not have his usual residence in Germany, but in another EU country, and if the national laws of that country offer a wider scope of consumer protection laws than German law, the national laws of the country in which the customer has his usual residence will apply. (Art. 6 Para. 2 Rome I Regulation).

14.3 The German version of these General Terms and Conditions is authoritative. Versions of these General Terms and Conditions in other languages are for information only. The German version of these General Terms and Conditions is authoritative in the event of interpretation problems and discrepancies between the German version and versions in other languages resulting from language differences.