

General Terms and Conditions (GTC) of Linder Management GmbH, dated 01.06.2023

Please read these GTC carefully before placing a binding order.

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I. General Provisions

A. Validity and Operation of the GTC

These General Terms and Conditions (GTC) apply to the contractual relationship between the customer and the retailer Linder Management GmbH.

These GTC contain two types of contracts. The provisions in the chapter "Shop" (chapter II.) apply to purchase contracts and the sports equipment service. The provisions in the chapter "Rental Service" (Chapter III.) apply to the rental business. For both types of contracts, the "General Provisions" (Chapter I.) apply equally.

Individual agreements concluded with the customer take precedence over these GTC.

The contract language is exclusively German. If the present English text and the German text are in conflict, the German text shall prevail in its validity.

B. Capacity to Act

The customer confirms to be of age (i.e. 18 years or older) at the time of the conclusion of the contract and to be duly authorized for the conclusion of the contract if he acts as an organ or representative. If he is not, he is liable for the consequences of the cancellation of the contract and for the resulting damage.

C. Personal Performance and Transferability of Claims

Linder Management GmbH can call in third parties for the fulfilment of the contract towards the customer at any time and without further consent of the customer.

Claims of Linder Management GmbH against the customer can be assigned at any time and without the customer's involvement.

D. Data Protection

Information on the processing of your personal data can be found in the data protection information on our website, available at

E. Applicable Law and Place of Jurisdiction

The contractual relationship, its performance and the claims arising therefrom shall be governed exclusively by Swiss substantive law, excluding the conflict of laws rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Hague Convention and private international law, subject to mandatory statutory standards.

The exclusive place of jurisdiction is at the registered office of Linder Management GmbH. The mandatory places of jurisdiction provided for by law remain reserved. The Linder Management GmbH also reserve the right to sue you at your regular place of jurisdiction.

F. Severability Clause

Should any of the provisions of these GTC be or become illegal, invalid or unenforceable for any reason, this shall not affect the validity of the remaining provisions. Unless otherwise agreed, the invalid provision shall be deemed to be replaced by a valid provision which takes into account as far as possible the economic purpose of the provision and the intention of the parties at the time of conclusion of the contract. The same rule applies to any loopholes in these GTC.

G. Amendment of the GTC

These GTC may be modified at any time. All modifications shall become effective upon publication of the new GTC on the website. The relevant point in time for the applicability of the valid GTC is the date of submission of the binding order to us.

II. Shop

Linder Management GmbH operates an online shop through which the customer can conclude purchase contracts for the products offered. In the context of the purchase contracts, Linder Management GmbH is hereinafter referred to as the seller.

A. Customer Account

If the customer wishes to place an order via the online shop, he/she must create an online customer account for this purpose.

When registering a customer account, information about completed orders can be viewed and address data can be stored. Registration creates a permanent customer account.

If the customer creates an online account, he/she is responsible for ensuring that the personal data required for registration are truthful and complete. The customer is obliged to treat the personal access data confidentially and not to make them available to unauthorized third parties. Should the customer receive indications of misuse of the customer account by third parties, he/she must inform the seller immediately.

The registration is free of charge. Each customer is only entitled to maintain one customer account. The right to delete multiple customer accounts and to admonish, block or delete or change the content of registered customers who violate these GTC or individual agreements is reserved by the seller.

Furthermore, there is no obligation to accept the registration or the order of a registered customer.

The customer acknowledges that the customer account and the shop are provided as a service without obligation and can be revoked at any time. The customer therefore has no claim to use and function of the shop in general or according to a certain state of the art. In particular, no responsibility is assumed for the uninterrupted availability of the platform and the data managed therein.

Due to the nature of the internet, transmission times and transmission quality of data depend on the load of the internet. Furthermore, it is not possible to develop and operate software completely free of errors and to exclude all uncertainties in connection with the Internet. In this respect, no liability is accepted for the (temporary) unavailability of the shop or for the faulty transmission of information.

B. Conclusion of Contract

The product presentations in the online shop serve to submit an offer for the conclusion of a contract. The product illustrations may differ from the real product and are non-binding. By clicking the button "order with costs", the customer submits a binding offer. The sale of our products is for private use only.

Confirmation of receipt of the order is sent by an automated e-mail immediately after the order has been sent and does not constitute acceptance of the contract. The contract is concluded with the sending of a separate order confirmation by e-mail or by delivery of the products.

The seller is not obliged to accept an offer from the customer. Any payment already made will be refunded if the offer is rejected. The customer is bound to the offer for 5 days.

The seller reserves the right to withdraw, replace or exchange the products offered on the website.

Prerequisite for a valid conclusion of a contract in the online shop is the domicile or registered office of the customer in Switzerland. If the customer is a consumer, he must have the residence in Switzerland and assures this with his order.

C. Prices, Payment, Discounts and Shipping Costs

All prices are inclusive of all taxes and duties applicable at the time of booking and less the optional discount. Prices are displayed in Swiss Francs (CHF). Payment is only possible in CHF.

The customer has the option to pay with the means of payment that are displayed on the website or during the order process. These may change from time to time.

Any other fees arising from the payment, which are not caused by the seller (bank commissions, exchange rate-related bank fees, etc.) shall be borne exclusively by the customer.

The terms of payment result from the means of payment selected during the ordering process (e.g. direct debit via credit card or TWINT, purchase on account) or from the invoice sent.

After expiry of the payment deadline stated in the invoice, the customer shall be in default. If the customer is in default, he shall owe interest on arrears in the amount of 5%. The customer may be charged a reminder fee of CHF 5 for each reminder sent to him/her after the default has occurred. In addition, any collection, legal and court costs shall be borne in full by the customer. We reserve the right to prove and claim higher damages caused by default.

The online discounts and/or discount codes shown cannot be combined with each other.

Deliveries are only made to customers with their registered office or domicile in Switzerland.

D. Delivery Conditions

1. Delivery

Deliveries are only made to customers with their registered office or domicile in Switzerland and only to delivery addresses located in Switzerland. For deliveries to foreign addresses, please contact the seller directly.

Unless otherwise agreed, products will be delivered from the warehouse to the shipping address provided by the customer.

If not all ordered products are in stock, the seller is entitled to partial deliveries, as far as this is reasonable for the customer. Any deadlines shall only begin with the receipt of the last partial delivery.

Delivery times or stock levels stated in the shop or in our correspondence are non-binding and are for information purposes only.

If the delivery of the products fails due to the fault of the customer despite three delivery attempts, the seller may withdraw from the contract. Any payments made will be refunded to the customer.

If the ordered product is not available because the seller is not supplied with this product by its supplier through no fault of its own, or other obstacles such as force majeure and resulting bottlenecks in our supply chain, the seller may withdraw from the contract. In this case, the customer will be informed and, if necessary, the delivery of a comparable product will be suggested. If no comparable product is available or if the customer does not wish to receive a

comparable product, the seller will refund any consideration already paid.

2. Collection

You have the option of collecting products ordered via the shop at one of our collection points. You can specify the collection point during the order process in the online shop.

You will receive a notification from us as soon as the ordered products are available at the collection point.

The products ordered by you at the collection point can be picked up by you during the opening hours of the collection point for a period of 10 days from our notification of readiness for collection. After this period, we offer no guarantee that the product will still be available at the collection point. Furthermore, we have the right to withdraw from the contract. We will refund any money already paid.

If you are unable to meet the first collection deadline, you can extend the collection deadline by a further 10 days via your customer account.

Before handing over the product, the customer must present an official photo ID (e.g. passport or driving licence) as well as his (printed) collection authorisation at the collection point and agrees that a copy of these documents will be made.

E. Retention of Title

Seller shall remain the owner of the Products delivered until the purchase price has been paid in full. For this purpose, the seller may register the retention of title in the public register.

F. Notification of Defects and Warranty

The customer's warranty claims are limited to replacement delivery or removal of defects/rectification to the exclusion of all other claims, in particular rescission, reduction or compensation for indirect and consequential damages. The seller shall decide on replacement delivery or rectification of defects at its own discretion. If subsequent delivery or rectification fails, the customer is entitled to withdraw from the contract in case of substantial defects.

The customer is obliged to inspect the products received immediately and with due care for deviations in quality and quantity and to notify the seller of obvious defects within 3 days of receipt of the products (notice of defects). If the customer receives shortages or defective products that have been damaged in transit, the customer shall immediately notify the seller by e-mail or letter within 3 days of receipt of the products. The same deadline applies to hidden defects discovered later. In case of violation of the obligation to inspect and report defects, the assertion of warranty claims is excluded.

If defects are not reported in time, the customer forfeits his legal and contractual warranty rights. In addition, the customer helps the seller with his complaint to be able to assert claims of the seller against the carrier or the transport insurance.

G. Returns after Withdrawal from the Contract or in the Event of a Defect

Return after withdrawal from the contract:

A withdrawal can only be made if the product has no defects or damage, is unused and can

be returned in its original packaging with delivery note and return form. If the customer wishes to withdraw from the contract after he has already received the product, he can notify the seller of this in the customer account within 14 days of receipt of the product. The product to be returned must be labelled with the business reply label (GAS label) provided and returned within 5 days of receipt of the GAS label. Alternatively, the product can also be handed in at a branch of the seller.

Return in case of defect:

If the product is to be returned to the seller due to a defect, irrespective of the type of warranty (cancellation, rectification, etc.), the product concerned must be labelled with the business reply label (GAS label) provided and returned within 5 days of receipt of the GAS label. Alternatively, the product may be returned to a branch of the seller.

The costs of using the GAS label or other means of transport provided by the Seller shall be borne by the Seller. Costs for all other delivery methods or carrier services shall be borne by the buyer.

H. Liability

Unlimited liability: The seller shall be liable without limitation for direct damages arising from intent and gross negligence as well as in accordance with the Federal Act on Product Liability. For slight negligence, the seller is liable for damages resulting from injury to life, body and health of persons.

In all other respects, the following limited liability shall apply: Liability for slight negligence shall be limited in amount to the price of the product, to the extent permitted by law. This limitation of liability shall also apply in favor of the seller's associates.

The liability for further damages, especially but not exclusively indirect, consequential damages etc. is completely excluded.