

## A. Parties

I. These Terms and Conditions of Sale (hereinafter: T&C) rule the business relationship between

Kletterparadies GmbH  
Bahnhofstraße 4  
D-01259 Dresden  
Phone: +49 (0)351 21 07 20 0  
Fax: +49 (0)351 21 07 20 90  
Email: info@kletterparadies.net  
www.kletterparadies.net

Registry court: District Court of Dresden  
Register number: HRB 20934

Value-added tax identification number pursuant to article 27a of the German Value-Added Tax Law [UStG]: DE224545558

Director authorised to represent the Company:

Tilo Eichinger

hereinafter referred to as the "Seller" and the customer

hereinafter referred to as the "Buyer"

for the sale and planning of playground equipment, sportive goods and toys, as well as for the provision of other services.

II. Buyers may be

1. **entrepreneurs** in the meaning of article 14 of the German Civil Code [BGB, hereinafter the "BGB"], as a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or professional activities,

as well as

2. **consumers** as laid down in the Article 13 BGB, as every natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or professional activities.

## B. Scope

I. Our T&C exclusively apply. Deviating, conflicting or supplementary terms and conditions of the Buyer shall only become part of the contract provided that and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in all cases, including, but not limited to: if we carry the delivery out to the Buyer without reservation in full knowledge of its T&C.

II. Separate agreements entered into with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these T&C in every event. Subject to proof to the contrary, the content of such agreements shall be ruled by a written contract or our written confirmation.

III. In transactions with entrepreneurs, these T&C shall also apply to future transactions of an equivalent nature with regards to the purchase or planning of playground equipment, sportive goods and toys, as well as for the provision of other services.

## C. Offer of goods and other services

The Seller offers playground equipment, sportive goods and toys and other services as prefabricated and standardised products (catalogue products) and which are based on an individual planning service. In addition, the Seller provides the option of entering into maintenance and service contracts for the offered goods.

## D. Conclusion of the service

I. Purchase

1. The following shall apply to purchase agreements for prefabricated and standardised products (catalogue products) and to offers concerning customised products:

2. Offers by the Seller shall constitute a non-binding invitation to the customer to submit an offer to purchase the goods. The customer submits to the Seller an offer to purchase goods. By placing an order, the Buyer bindingly states his willingness to purchase the ordered goods and/or other services. After receipt of the order, any unilateral amendment, addition or cancellation of the order is no longer possible. This is without prejudice to the Buyer's right to withdraw from the contract pursuant to Section S. The purchase agreement is concluded upon receipt of the Seller's order confirmation by the Buyer. Where the Seller does not agree to the offer to conclude a contract by submitting an order confirmation within 20 working days, said offer shall be deemed rejected and the Customer is no longer bound to the offer.

II. Planning

The following shall apply for the offer of planning services to entrepreneurs:

1. Insofar as the Customer requests individual planning of a sports area or playground by the Seller, the Seller shall submit an individual offer based on the information provided by the customer with regards to the planning area. Moreover, the Seller shall provide therein details about the methods, procedures and costs of planning the area.

2. Subsection D.I.2. shall apply to the conclusion of contract.

3. Should the Seller be commissioned with planning services according to subsection D.II., the period for the completion of the planning services shall be individually agreed by the parties and communicated in the order confirmation.

4. Planning is based on the Buyer's plans and requirements. The planning is based on the maps, which shall be submitted by the customer and shall accurately reflect the spatial and topographical circumstances of the planning area. The Buyer shall bear whatsoever costs in case that the Buyer provides to the Seller erroneous or incorrect documents as the basis for planning.

5. The Seller shall prepare an offer for equipment in the planning area and shall submit to the Buyer a tabular list of playground and sportive equipment, including their price, which will be included in the planning.

6. If the Buyer does not present any objection to this planning within a period of 10 working days from receipt of the planning, the planning shall be considered accepted. The planning shall be deemed accepted on all accounts in case that the Buyer orders the playground and sportive equipment as stated in the tabular list.

## E. Prices/payment

I. All prices quoted in the seller's offers are final prices in Euro (€) and include any taxes and duties incurred. The shipping and freight costs are separately stated in the offer. Except where otherwise agreed, the freight services do not include neither disposal services, nor unloading.

II. Unless otherwise stated, all prices do not include assembly. Where assembly is provided, the customer shall bear the costs according to our Terms of Assembly. Should assembly not be possible upon delivery, we shall charge the customer for whatsoever additional costs incurred as a result, e.g. additional working hours of the personnel, travelling time and costs, as well as travel expenses and whatsoever other expenses.

III. The minimum order value is € 30.00 (net value of the goods, without shipping or freight costs).

IV. The purchase price is due upon delivery, unless otherwise agreed. The Seller reserves his right to demand advance payment in individual cases. In case that advance payments have been agreed, said payments shall be made by the customer in full at the latest one week after the date of receipt of the order confirmation. Otherwise, the corresponding delivery or handover shall be postponed to a later date to be newly determined by the Seller depending on the current receipt of payment.

The Seller's invoices shall otherwise be payable within 14 days net without deduction. The Buyer shall be in default without further declaration by the Seller 14 days after delivery and receipt of the invoice, insofar as he has not fulfilled the payment. In the event of the existence of defects, the Buyer shall not be entitled to a right of retention unless the retention is reasonable and proportionate in accordance with the extent of the defects and the anticipated costs of their rectification (in particular removal of deficiencies).

V. An entitlement to a cash discount shall only exist if a cash discount deduction has been explicitly agreed and the invoice amount is received in full and in a timely manner and if the customer is not in default with the settlement of other receivables.

VI. The statutory provisions shall apply to the amount and accrual of interest on arrears. The assertion of greater damages caused by default and the assertion of other damages are reserved.

VII. Should circumstances arise affecting the economic situation of the Buyer after conclusion of the contract, or should we become aware of these circumstances only after conclusion of the contract, and these circumstances, with dutiful commercial discretion, place the creditworthiness of the buyer in doubt, we shall be entitled to withhold delivery of the goods until full and advance payment of the goods has been received or security for the claim to payment has been provided to us in an appropriate amount.

VIII. The Buyer shall only be entitled to set-off or retention rights insofar as his claim is legally established or undisputed. In the event of defects in the delivery, the Buyer's counterclaims shall remain unaffected.

## F. Delivery/handover of the goods

I. The delivery period is agreed individually or specified by the Seller upon acceptance of the order. If this is not the case, the delivery period is approx. 20 weeks from conclusion of the contract, provided the purchase price is paid on time.

II. Where we are unable to comply with binding delivery periods for reasons that are not our responsibility (non-availability of service), we shall notify the Buyer thereof without delay and at the same time inform the Buyer of the anticipated new delivery period. Insofar as the service is not available within the new delivery period either, we shall be entitled to withdraw from all or parts of the contract; we shall immediately reimburse any consideration already paid by the Buyer. Non-availability of service in the meaning set out above shall include in particular the failure of our suppliers to make punctual deliveries if we have concluded a congruent hedging transaction, if neither we nor our suppliers are at fault or if we are not obliged to procure the goods in the individual case.

III. Statutory provisions shall govern when we are in default of delivery.

IV. This is without prejudice to the rights of the Buyer pursuant to Section G. of these T&C and to our statutory rights, especially if we are not obliged to perform the service (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance).

V. The following applies to sales to entrepreneurs: Our terms of delivery are in all cases ex works (Incoterms 2010: EXW).

## G. Warranty

I. The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective instructions of installation), unless otherwise specified below. In all cases, the special legal provisions shall remain unaffected for the final delivery of the goods to a consumer (supplier recourse pursuant to Article 478, 479 et seq. BGB).

II. Our liability for defects is based above all on the agreement concerning the condition of the goods. This refers to all product descriptions which are the subject of the individual contract or are made public by us (especially in catalogues or on our website) shall be deemed to be an agreement on the condition of the goods. Minor deviations from catalogue specifications which do not significantly impair the quality and function of the products and which are made, for example, for safety reasons or due to technical necessities, as well as changes in wooden products – in particular shrinkage cracks in playground equipment – are not defects.

III. Where no condition is agreed, the presence of a defect shall be ascertained according to the statutory provisions (article 434(1), paragraphs 2 and 3 BGB).

IV. The following applies to sales to entrepreneurs: Warranty claims of Buyers who are entrepreneurs shall be predicated on fulfilment by the Buyer of the statutory obligations to inspect and give notice of defects (Articles 377, 381 German Commercial Code [HGB]). If a defect becomes apparent upon delivery, inspection or at any later point in time, we shall be notified thereof in writing without delay. Packaging damage of the delivered goods shall be immediately reported to the freight forwarder performing the delivery. In every case, obvious defects shall be immediately reported in writing upon delivery and upon inspection; concealed defects shall be reported in writing

within the same period from discovery, but no later than 7 days after delivery. Where the Buyer fails to conduct a proper inspection of the goods and/or to notify us of any defects, our liability for defects which are not reported, or which are not reported in a timely or proper manner, shall be excluded in accordance with the statutory provisions.

V. If the delivered item is defective, we have the right vis-à-vis Buyers who are entrepreneurs to choose whether we provide subsequent performance by remedying the defect (rectification of defects) or by supplying a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

Customers who are consumers are entitled to select their preferred form of subsequent performance in accordance with the statutory provisions (articles 439, 440 and 441 BGB).

VI. We shall be entitled to make the subsequent performance we are obliged to depending on punctual payment of the purchase price by the Buyer. However, the Buyer shall be entitled to withhold a reasonable part of the purchase price which is proportionate to the defect.

VII. The Buyer shall only be entitled to exercise claims to damages or compensation for futile expenses in the case of defects according to Section J.

## H. Default of acceptance, transfer of risk, postponement of delivery periods

I. The following applies to sales to entrepreneurs: If goods are dispatched to a customer, the risk of accidental loss and accidental deterioration of the goods shall be transferred to this customer when the goods leave the Seller's premises. This shall also apply if the Seller undertakes or commissions transport or shipment.

II. The customer is obliged to take possession of the goods purchased from the Seller. This is without prejudice to the statutory right to refuse performance. Where the customer fails to fulfil its obligation to take delivery, it shall, if it is responsible for this breach of obligation, reimburse the Seller for additional expenses incurred in this regard (including the working time of the Seller's employees, travel, storage and material expenses) and indemnify the Seller against justified claims exercised by third parties.

III. The Seller is permitted to make partial deliveries and provide partial performances.

IV. The following applies to sales to entrepreneurs: Postponement of the delivery date at the request of the customer is not possible as a rule. Should the Seller grant the customer a postponement as a gesture of goodwill, the Seller will be entitled to reimbursement of the following additional costs:  
- 1 % of the order value as a one-time processing fee, and  
- 2 % of the order value per calendar week for expenses.

The customer has the right to prove that no or only minor damage has been incurred. Subject to the provision of evidence, the Seller reserves the right to charge any additional costs incurred, e.g. for assembly and travel times.

V. Subsequent change requests submitted by the customer up to 10 working days after the date of the order confirmation are only binding for the Seller if it has explicitly agreed to them in writing. The customer shall bear the costs of this change. As a rule, they shall be at least 1 % of the gross order value. Should subsequent changes be requested by the customer, the Seller shall be released from its obligation to comply with the originally agreed delivery date or delivery period.

VI. Postponements of dates for which the Buyer is liable shall not release the Buyer from its obligation to fulfil the payment by the dates agreed in the order confirmation or when the Seller is ready to make delivery.

## I. Reservation of title

I. We reserve title to the sold goods until complete payment has been made for all our present and future receivables from the purchase agreement and our continuing business relationship (secured receivables).

II. Prior to full payment of the secured claims, the goods that are subject to reservation of title shall not be mortgaged to third parties or by means of transfer of title of goods. The Buyer shall immediately notify us in writing if an application for the opening of insolvency proceedings has been filed or if the goods belonging to us are seized by third parties (e.g. attachments).

III. Where the Buyer acts in breach of contract, in particular by not complying with the payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to request the recovery of the goods based on reservation of title. The demand to recover the goods does not constitute a withdrawal from the contract; we are entitled instead to demand the recovery of the goods and reserve our right of withdrawal. Where the Buyer does not make payment of the due purchase price, we shall only be entitled to exercise these rights if we have fruitlessly extended to the Buyer a reasonable grace period in which to make payment or if this grace period is not required by law.

IV. The Buyer is entitled, until further notice, to resell and/or process the reserved goods in the ordinary course of business. The following provisions shall apply additionally in this case.

V. The reservation of title extends to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be considered the manufacturer. Where the rights of third parties remain enforceable after processing, mixing or combining of their goods with our good, we shall acquire co-ownership in a proportionate relationship to the invoice values of the processed, mixed or combined goods. The same provisions shall otherwise apply to this newly created product as apply to the goods that were delivered under reservation of property.

VI. The Buyer hereby assigns to us by means of transfer of title of goods any receivables from third parties arising from the resale of the goods or the product. The receivables are assigned in full or in an amount equivalent to our co-ownership share as described in the subsection above. We accept this assignment. The Buyer's obligations as stated above shall also apply in regard to the assigned receivables.

VII. Both we and the Buyer are authorised to collect the receivable. We undertake to refrain from collecting the receivable, provided the Buyer fulfils its payment obligations towards us, its financial circumstances are not otherwise unfavourable and we do not make claims on the reservation of title by exercising a right in accordance with subsection III. If this is the case, however, we may demand that the Buyer informs us of the assigned

receivables and the associated debtors, provides all information necessary for collection, submits the relevant documents and notifies the debtors (third parties) of the assignment. In said case, we shall also be entitled to revoke the purchaser's authorisation to resell and process the goods that are subject to reservation of title.

VIII. Where the marketable value of the securities exceeds our receivables by more than 10%, we shall release securities at our own discretion, upon request by the Buyer.

#### J. Limitation of liability

- I. Except where otherwise stated in these T&C and the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- II. We shall be liable for damages – irrespective of the legal basis – with regards to liability for fault in cases of wilful intent and gross negligence. In cases of ordinary negligence, we shall be liable, subject to a more lenient standard of liability according to statutory provisions (e.g. for the diligence we exercise in our own affairs), only
  1. for damages to life, limbs or health,
  2. for damages arising from a not inconsiderable breach of an essential contractual obligation (whose fulfillment is essential for the proper performance of the contract and upon the observance of which the contractual partner ordinarily relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable and typical damage.
- III. The limitations of liability resulting from number 2 shall also apply in the event of breaches of duty by or for the benefit of persons for whose fault we are responsible in accordance with statutory provisions. They shall not apply if we have fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims by the Buyer under the German Product Liability Law.
- IV. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not constitute a defect, if we are at fault for this breach of duty. The Buyer does not have a discretionary right of termination (in particular pursuant to articles 64B, 64Ba BGB). The statutory requirements and legal consequences shall otherwise apply.

#### K. Limitation period

- The following applies with regards to entrepreneurs:
- I. Contrary to article 438(1)(3) BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from the date of delivery. If acceptance has been agreed, the limitation period shall begin upon acceptance, otherwise upon transfer of risk.
  - II. If, however, the goods are a building or an object which, with due consideration of its ordinary purpose, has been used in a building and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory regulation (Article 438(1)(2) BGB). Other special statutory regulations regarding limitation periods (in particular article 438(1)(1)(3), and articles 444, 479 BGB) shall also remain unaffected.
  - III. The above limitation periods under sales law shall also apply to contractual and non-contractual claims for damages by the Buyer based on a defect of the goods, except where applying the regular statutory limitation period (article 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Buyer pursuant to subsections J. II. sentence 1 and J. II. sentence 2 1., as well as under the German Product Liability Law, shall, however, exclusively expire according to the statutory limitation periods.

#### L. Areas of use for our products

The products are designed for their use within the European Union. We therefore assume no liability for the conformity of our products with legal or normative regulations in countries outside the EU. This applies in particular to imports into the United States and Canada.

#### M. Choice of law

- I. These T&C and the contractual relationship between us and the Buyer shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- II. The choice of law shall only apply to consumers to the extent that this does not deprive them of the protection granted to them by the mandatory provisions of the country in which the consumers have their habitual place of residence.

#### N. Agreement on jurisdiction

- I. If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be our registered office in Dresden for all claims arising from or on the basis of this agreement. This also applies to any person who does not have a general place of jurisdiction in Germany, or any person who has moved their residence or usual place of abode outside of Germany after conclusion of the contract, or whose residence or usual place of abode at the time of the filing of an action is unknown.
- II. This does not apply if the customer is a consumer and has his residence or habitual abode in a Member State of the European Union. In this case, an action shall be brought before the competent court in the Member State of residence.

#### O. Reservation of rights

The seller reserves the property rights and copyrights to whatsoever illustration, drawing, calculation and other document. This also applies to the written documents which are designated "confidential". The Buyer must obtain our explicit written consent before passing them on to third parties.

#### P. Property right infringements

The customer indemnifies the Seller against claims based on infringements of industrial property rights (e.g. copyrights, trademark rights, design rights,

patents, utility models, supplementary protection of performance under competition law, etc.) if the infringement of property rights is based on specifications or requirements of the customer.

#### R. Guarantee for playground equipment

In addition to the warranty described in Section G., the Seller grants a manufacturer's guarantee for playground equipment under the following conditions. Your warranty rights exist independently of our manufacturer's guarantee.

##### I. Guarantee commitment for playground equipment

The following guarantee periods apply to playground equipment sold by the Seller and used in temperate climates. The temperate climate zone is located between the respective tropics at 23° 27" northern and southern latitude and polar circles at 66.5° N/S. Germany is situated in the temperate climate zone. For playground equipment used in the subtropical or tropical climate zone, please note the shortening of the guarantee period stated below

**15-year guarantee** on stability, against corrosion of stainless steel components\*

**10-year guarantee** on stability, against rot and fungal attack on all robinia woods and oiled eucalyptus glulam woods\*

**10-year guarantee** on stability, against corrosion of galvanised and powder-coated components\*.

**10-year guarantee** on stability, against rot and fungal attack on all oiled larch glulam woods\*.

**10-year guarantee** on stability, against rot and fungal attack on all pressure impregnated softwoods\*

**5-year guarantee** on stability, against rot and fungal attack on all on untreated larch/Douglas fir woods\*

**5-year guarantee** against leakage, malfunction caused by design, processing and material selection\*

**2-year guarantee** on malfunction and breakage of movable parts.

Bearings, springs, nets, electronics, wearing parts, wood built into the floor (pressure impregnated softwoods, larch, Douglas fir)

\*The guarantee extended for Europe is shortened in the following climatic zones:

##### Subtropical: -2 years

The countries of the Sahara, Atacama and the Middle East belong to the subtropical climate zone.

##### Tropical: -3 years

The tropical climate zone includes the areas located between the two tropics (23° 27" northern and southern latitude) in which the sun is at its zenith at least once a year.

##### II. Exceptions from the guarantee commitment

The following events are excluded from the guarantee:

- Corrosion-related damage to playgrounds which are temporarily or permanently under the influence of saline or chlorinated water, as well as damage to playgrounds which are located closer than 200 m. from the coast/shore
- Natural wood/material properties
- Use-related wear (e.g. joints, ropes, etc.)
- Wicker products
- Vandalism, deliberate destruction and force majeure
- Playgrounds which are installed on bark mulch
- Playgrounds which have been altered due to non-original spare parts, paints or varnishes
- Damage, in particular changes to the material or colour, as well as corrosion caused by excessively late removal of the packaging or improper storage
- Playground equipment which was not installed according to our installation instructions or has not been maintained according to our maintenance instructions
- Damage due to incorrect storage
- Rust due to scratches or damage
- Fading of colours (e.g. with high pressure laminates)
- All modifications unilaterally made by the customer

##### III. Start of the period

The period begins on the day of delivery. Outside Germany, the period begins at the latest 3 months after provisioning by the Seller.

##### IV. Conditions

Effectiveness of the guarantee is predicated on proper use and appropriate care, where necessary professional repair using Kletterparadies original spare parts, as well as maintenance by qualified personnel in compliance with the manufacturer's instructions. The Buyer shall provide proof of proper maintenance (submission of the complete inspection and maintenance reports pursuant to the requirements laid down by DIN EN 1176, Part 7).

V. The guarantee performance includes free delivery of spare parts; the costs of dismantling and assembly shall be borne by the customer. Where guarantee claims are justified, the Seller is entitled to carry out subsequent performance at its discretion. A reversal of the contract or claims for a reduction of the price on the basis of this guarantee commitment are excluded.

This is, however, without prejudice to statutory claims based on liability for material defects.

##### VI. Exercise of guarantee claims

You may exercise your guarantee claims against Kletterparadies GmbH, Bahnhofstraße 4, D-01259 Dresden, Fax: +49 (0)351 21 07 20 90, info@kletterparadies.net, in writing or in text form. In addition to the description and documentation of the individual defect, we also require proof of purchase in order to appraise your claims. Receipt of the guarantee claim within the guarantee period is sufficient for compliance with the deadline.

#### S. Right of withdrawal for consumers

Right of cancellation for consumers for contracts concluded outside business premises (Article 312b BGB) or in distance selling transactions (Article 312c BGB). A consumer is every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or professional activities, Article 13 BGB.

#### I. Instructions on withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without providing reasons.

The withdrawal period shall be fourteen days from the date on which you or any third party designated by you, but who is not the carrier, took or has taken possession of the goods.

To exercise your right of withdrawal, you shall inform us (Kletterparadies GmbH, Bahnhofstraße 4, D-01259 Dresden, Phone: +49 (0) 351 21 07 20 0, Fax: +49 (0) 351 21 07 20 90, info@kletterparadies.net) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter, fax or email sent by post). You can use the attached template withdrawal form, although it is not mandatory.

To comply with the withdrawal period, it is sufficient that you send notification stating that you will exercise the right of withdrawal before the end of the withdrawal period.

##### Consequences of the withdrawal

If you withdraw from this contract, we will reimburse you for all payments we have received from you, including delivery charges (other than additional charges if you select an alternative delivery method different from the method offered by us). We will immediately do so and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. In order to reimburse you, we will use the same means of payment that you used for the original transaction, unless explicitly agreed otherwise with you; on any account you will be charged for this reimbursement.

We may refuse to reimburse you until we have received the goods back or until you have provided evidence that you have dispatched the goods back to us, whichever is earlier.

You must immediately return or hand over the goods to us and in any case within fourteen days of the day on which you notified us of your withdrawal from this contract at the latest. You will comply with this period, provided that you dispatch the goods before the end of said fourteen days. You shall pay the direct costs of returning the goods to us. The costs are estimated € 500.00 as maximum. You will only be charged for depreciation in the value of the goods if this depreciation is due to handling that would not have been necessary merely to inspect the properties, characteristics and functions of the goods.

##### Exceptions from the right of withdrawal

According to article 312g (2) BGB, the right of withdrawal does not apply to the following contracts:

- contracts for the supply of goods which are not pre-fabricated and whose production is ruled by an individual choice of or decision by the consumer, or which are clearly tailored to the personal needs of the consumer;
- contracts for the supply of goods which, according to their nature, are inseparably mixed, after delivery, with other items;
- contracts for the supply of either sealed audio, or sealed video recordings, or sealed computer software, should they be unsealed after delivery;
- contracts where the consumer has specifically requested a visit from the trader with the purpose of carrying out urgent repairs or maintenance; this shall not apply to additional services provided on the occasion of such visit, which the consumer has not specifically requested, or to whatsoever goods delivered on the occasion of the aforesaid visit, which are not absolutely required as spare parts for the execution of the maintenance or for carrying out the repairs.

#### II. Template withdrawal form

Template withdrawal form

(If you wish to withdraw from the contract, please fill out this form and send it back).

To

Kletterparadies GmbH, Bahnhofstraße 4, D-01259 Dresden

Fax: +49 (0) 351 21 07 20 90, Email: info@kletterparadies.net

- I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following services (\*)

- Ordered on (\*) \_\_\_\_\_ / Received on (\*) \_\_\_\_\_

- Name of the consumer(s) \_\_\_\_\_

- Address of the consumer(s) \_\_\_\_\_

- Signature of the consumer(s) (only if sent on paper) \_\_\_\_\_

- Date \_\_\_\_\_

(\*) Delete where applicable.