

# Kletterparadies General Terms and Conditions of Contract for the Sale

Valid from April 2024

## A. Parties

I. These General Terms and Conditions of Contract (hereinafter: GTC) govern the business relations of the

Kletterparadies GmbH

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www.kletterparadies.net

Register Court: Local Court of Dresden

Registration number: HRB 20934

Sales tax identification number according to § 27a UstG:

DE224545558

General partner: Kletterparadies GmbH, Bahnhofstraße 4, 01259 Dresden.

Register Court: Local Court of Dresden

Registration number: HRB 3468

Managing director authorised to represent the company:

Tilo Eichinger, Jan Bischoff

hereinafter referred to as - **Seller**

and the customer

hereinafter referred to as - **Buyer**

in the sale and planning of play and sports equipment and the provision of other services.

II. Buyers can both

1. entrepreneur within the meaning of § 14 BGB, i.e. any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity, as well as

2. consumers within the meaning of § 13 BGB, i.e. any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity, e.

## B. Scope

I. The GTCs of the Seller shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the buyer without reservation in the knowledge of the buyer's general terms and conditions.

II. Individual agreements made with the Buyer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCs. Subject to proof to the contrary, a written contract or the written confirmation of the Seller shall be authoritative for the content of such agreements.

III. Vis-à-vis entrepreneurs, these GTCs shall also apply with regard to future similar legal transactions concerning the purchase or planning of playground equipment and sports & play goods as well as other services.

## C. Offer of goods and other services

The seller offers playground equipment and sports & play goods and other services as prefabricated and standardised products (catalogue goods) or as the result of an individual planning service. The seller also offers the possibility of concluding care and maintenance contracts for the goods offered.

## D. Conclusion of contract

I. The following applies to purchase contracts concluded via the Kletterparadies online shop:

1. Information provided by the seller on the internet shop pages constitutes a non-binding invitation to the customer to make an offer to purchase the goods. The customer makes an offer to the seller to purchase goods. By placing an order, the customer makes a binding declaration that he wishes to purchase the ordered goods and/or other services. After receipt of the order, unilateral changes or additions or cancellation of the order are no longer possible. The consumer's right of revocation according to the provisions in section S. remains unaffected. The purchase contract is concluded when the order confirmation is received by the buyer from the seller or the goods are sent to the buyer. If a contract

offer is not accepted by the Seller within 20 working days by means of an order confirmation or by sending the goods, it shall be deemed to have been rejected and the customer shall no longer be bound by it. The confirmation shall be deemed to have been sent if, in the ordinary course of events, it can be expected that the declaration has reached the Buyer. The automatic confirmation of the receipt of the order does not constitute an acceptance of the contractual offer, but merely confirms the receipt of the order.

2. The following steps are required for the submission of a binding order by the customer:

The customer places the selected item(s) in the virtual „shopping cart“ by clicking the „Add to cart“ (detailed view) or „Order now“ (list and search view) buttons. The shopping basket can be opened and changes made at any time by clicking on the „Shopping basket“ button.

By clicking on the button „Proceed to checkout!“ the customer first reaches the login area, if he is not already registered. After successful registration or login, the customer is taken to the „Check and Order“ page - the overview page of his order. Here the customer has the possibility to check the order data, to make changes or adjustments or to cancel the order. If the window of the customer's Internet browser is closed, the order process is cancelled. The customer's order is not placed until he clicks on the button „Order subject to payment“.

3. The seller does not store the customer's order, the data of the contract and the text of the contract in a form that can be subsequently accessed by the buyer. Should the buyer wish to document the purchase process, it is recommended to copy and save, print or otherwise save/secure the relevant details before submitting the binding order. After the conclusion of the contract, the Seller shall send the Buyer a contract confirmation by e-mail or, at the latest, with the delivery of the goods, in which the content of the contract is reproduced.

II. Purchase contracts that are not concluded via the Kletterparadies online shop:

1. In the case of purchase contracts for pre-assembled and standardised products (catalogue goods) as well as in the case of offers for individual products which are not concluded via eibe's online shop:

2. Offers made by the seller constitute a non-binding invitation to the customer to make an offer to purchase the goods. The customer makes an offer to the seller to purchase goods. By placing an order, the customer makes a binding declaration that he wishes to purchase the ordered goods and/or other services. After receipt of the order, unilateral changes or additions or cancellation of the order are no longer possible. The consumer's right of revocation according to the provisions in section S. remains unaffected. The purchase contract is concluded when the order confirmation is received by the buyer from the seller. If a contract offer is not accepted by the seller within 20 working days by means of an order confirmation, it shall be deemed rejected and the customer shall no longer be bound by it.

III. Planning

The following shall apply in the event that planning services are offered to contractors:

1. Insofar as the customer requests the individual planning of a sports or play area by the seller, the seller shall submit an individual offer on the type and manner and costs of the planning of the area on the basis of the customer's information on the area to be planned.

2. Section D.I.2. applies to the conclusion of the contract.

3. If the seller has been entrusted with planning services in accordance with D.II., the period until completion of the planning services shall be agreed individually between the parties and shall be communicated in the order confirmation.

4. The planning shall be based on the plans and requirements of the purchaser. The basis for the planning shall be the maps to be provided by the customer, which accurately reflect the spatial and topographical conditions of the area to be planned. The Buyer shall bear the costs arising from the fact that the Seller has been provided with faulty or incorrect documents as the basis for the planning.

5. The Seller shall prepare a quotation for the equipment of the area to be planned and shall provide the Buyer with a tabular list of the playground and sports equipment together with prices, which shall be taken into account in the planning.

If the buyer does not object to this planning within a period of 10 working days from receipt of the planning, the planning is deemed to be accepted. In any case, the planning shall be deemed to have been accepted if the buyer orders the offered play and sports equipment in accordance with the tabular list.

## E. Prices/Payment

I. All prices quoted in the Seller's offers are final prices in euros (€) and include any taxes and duties incurred. The shipping or freight costs shall be shown separately in the offer. The unloading and transport of the goods to the place of destination shall be agreed separately when the order is placed.

II All prices are without assembly, unless otherwise stated. In the event of assembly, the customer shall bear the costs in accordance with the seller's assembly conditions. If assembly is not possible upon delivery, the seller shall charge the buyer for the additional costs incurred as a result, e.g. additional working hours of the staff, travel times and costs as well as travel costs and expenses.

III. The minimum order value is 30 € (net value of goods without shipping or freight costs).

IV. Unless otherwise agreed, the purchase price is due upon delivery. The seller reserves the right to demand advance payment in individual cases. If advance payments have been agreed, these must be made by the customer without deduction no later than one week after order confirmation, otherwise delivery or handover shall be postponed to a later date to be determined by the seller depending on the actual receipt of payment. Otherwise, the Seller's invoices shall be payable within 14 days net without deduction. The Buyer shall be in default without any further declaration by the Seller 14 days after delivery and receipt of the invoice if he has not paid. In the event of the existence of defects, the buyer shall not be entitled to a right of retention insofar as the retention is not in reasonable proportion to the defects and the anticipated costs of rectification (in particular rectification of defects).

V. A claim to a discount shall only exist if a discount has been expressly agreed and the invoice amount is received in full on time and the customer is not in default with the settlement of other claims.

VI. The statutory provisions shall apply to the amount and accrual of interest on arrears. The right to assert a higher damage caused by default is reserved, as is the right to assert further damage.

VII. If, after the conclusion of the contract, circumstances arise in the financial circumstances of the buyer or if the seller only then becomes aware of such circumstances which, according to dutiful commercial judgement, call into question the creditworthiness of the buyer, the seller shall be entitled to withhold delivery of the goods until the goods have been paid for in full in advance or the seller has been provided with security for the payment claim in an appropriate amount.

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

## F. Delivery/handover of the goods

I. The delivery period shall be agreed individually or stated by the seller upon acceptance of the order. If this is not the case, the delivery period shall be approx. 20 weeks from the conclusion of the contract if the purchase price is paid in due time.

II. If the seller is unable to meet binding delivery deadlines for reasons for which the seller is not responsible (non-availability of the service), we shall inform the buyer of this without delay and at the same time notify the buyer of the expected new delivery deadline. If the service is also not available within the new delivery period, the Seller shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the Buyer. A case of non-availability of the performance in this sense shall be deemed to be in particular the failure of the Seller's supplier to deliver on time if the Seller has concluded a congruent hedging transaction, neither the Seller nor its supplier is at fault or we are not obliged to procure in the individual case.

III. The rights of the Buyer pursuant to Section G. of these GTC and the statutory rights of the Seller, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

IV. The following shall apply to sales to entrepreneurs: The Seller's terms of delivery shall always apply ex works (Incoterms 2020: EXW).

## G. Warranty

I. The statutory provisions shall apply to the rights of the buyer in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the goods to



a consumer (supplier recourse pursuant to §§ 478, 479 BGB).

- II. The basis of the seller's liability for defects is above all the agreement reached on the quality of the goods. All product descriptions which are the subject of the individual contract or which have been publicly announced by the Seller (in particular in catalogues or on its Internet homepage) shall be deemed to be an agreement on the quality of the goods. Minor deviations from catalogue specifications which do not significantly impair the quality and function of the products, resulting for example from safety reasons or technical necessities, as well as changes in wood - in particular cracks in playground equipment - do not constitute defects.
- III. Insofar as the quality has not been agreed, it is to be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 para. 1 sentences 2 and 3 BGB).
- IV. In the case of sales to entrepreneurs, the following applies: The claims for defects of the buyer, who is an entrepreneur, presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). If a defect becomes apparent upon delivery, inspection or at any later time, the seller must be notified thereof in writing without delay. Packaging damage to delivered goods must be reported to the delivering forwarding agent immediately upon delivery. In any case, obvious defects shall be notified in writing immediately upon delivery and upon inspection, and non-apparent defects within the same period after discovery, but no later than within 7 days after delivery. If the buyer fails to carry out the proper inspection and/or to give notice of defects, the seller's liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.
- V. If the delivered item is defective, the seller has the right vis-à-vis the buyer, who is an entrepreneur, to choose whether the seller provides subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). The right of the seller to refuse subsequent performance under the statutory conditions remains unaffected. The customer, who is a consumer, has the right to choose the desired type of subsequent performance in accordance with the statutory provisions (§§ 439, 440, 441 BGB).
- VI. The seller is entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- VII. Claims of the buyer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with section J.

#### **H. Default of acceptance, transfer of risk, postponement of delivery deadlines**

- I. In the case of sales to entrepreneurs, the following applies: If goods are shipped to a customer, the risk of accidental loss and accidental deterioration of the goods passes to this customer when the goods leave the seller's company. This also applies if the seller takes over or commissions transport or shipping.
- II. The customer is obliged to accept the goods purchased from the seller. The statutory right to refuse performance remains unaffected. If the customer does not comply with his obligation to take delivery, he shall, if he is responsible for this breach of duty, reimburse the seller for the additional expenses incurred here (including the working time of the seller's employees, travel, storage and material expenses) and indemnify the seller against justified claims of third parties.
- III. Partial deliveries and partial services by the seller are permissible.
- IV. The following applies to sales to entrepreneurs: A postponement of the delivery date at the request of the customer is generally not possible. If the seller grants the customer a postponement as a gesture of goodwill, the seller shall incur the following additional costs, which shall be borne by the buyer:
  - 1% of the order value as a one-off flat-rate processing fee and
  - 2% of the order value per calendar week for display costs.
 The customer has the right to prove that no or only minor damage has occurred. The seller reserves the right to charge any additional costs incurred against proof, e.g. assembly

and travel times.

- V. Subsequent requests for changes on the part of the customer up to 10 working days after the date of the order confirmation are only binding for the seller insofar as he has expressly agreed to them in writing. The costs caused by the change shall be borne by the customer. These shall generally amount to at least 1% of the gross order value. In the event of subsequent change requests by the customer, the seller shall be released from compliance with the originally agreed delivery date or delivery period.
- VI. Postponements caused by the buyer shall nevertheless result in the obligation to pay on the payment dates agreed in the order confirmation or when the seller is ready to deliver.

#### **I. Retention of title**

- I. Until full payment of all present and future claims of the seller arising from the purchase contract and an ongoing business relationship (secured claims), the seller retains title to the goods sold.
- II. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The Buyer shall immediately notify the Seller in writing if an application for the opening of insolvency proceedings has been filed or to the extent that third parties (e.g. seizures) have access to the goods belonging to the Seller.
- III. In the event of conduct by the buyer in breach of the contract, in particular in the event of non-payment of the purchase price due, the seller shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; the seller is rather entitled to demand only the return of the goods and reserves the right to withdraw from the contract. If the buyer does not pay the purchase price due, the seller may only assert these rights if the seller has previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
- IV. Until revoked, the Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
- V. The retention of title extends to the products resulting from the processing, mixing or combining of the seller's goods at their full value, whereby the seller is deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, the latter's right of ownership remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.
- VI. The Buyer hereby assigns to the Seller by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of the Seller's co-ownership share, if any, in accordance with the preceding paragraph. The Seller accepts the assignment. The aforementioned obligations of the buyer shall also apply with regard to the assigned claims.
- VII. The buyer remains authorised to collect the claim in addition to the seller. The seller undertakes not to collect the claim as long as the buyer meets his payment obligations to the seller, there is no deficiency in his ability to pay and the seller does not assert the retention of title by exercising a right pursuant to III. If this is the case, however, the seller may demand that the buyer informs the seller of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, the in this case are entitled to revoke the buyer's authority to further sell and process the goods subject to retention of title.
- VIII. If the realisable value of the securities exceeds the Seller's claims by more than 10%, the Seller shall release securities of the Seller's choice at the Buyer's request.

#### **J. Limitation of liability**

- I. Insofar as nothing to the contrary arises from these GCS including the following provisions, the Seller shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- II. The seller shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable subject to a milder standard of liability in accordance with statutory provisions (e.g. for care in own affairs)

1. For damages resulting from injury to life, body or health
2. For damages arising from the not inconsiderable breach of a material contractual obligation (an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, the Seller's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- III. The limitations of liability resulting from para. 2 shall also apply in the event of breaches of duty by or in favour of persons for whose fault the seller is responsible in accordance with statutory provisions. They shall not apply insofar as the Seller has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act.
- IV. The buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the seller is responsible for the breach of duty. A free right of termination of the buyer (in particular according to §§ 648, 648a BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

#### **K. Limitation**

The following shall apply vis-à-vis entrepreneurs:

- I. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period begins with acceptance, otherwise with the transfer of risk.
- II. However, if the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1 para. 3, §§ 444, 479 BGB) shall also remain unaffected.
- III. The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the buyer pursuant to J. II. Sentence 1 and J. II. Sentence 2 1. as well as under the Product Liability Act shall, however, become time-barred exclusively in accordance with the statutory limitation periods.

#### **L. Scope of application of the Seller's products**

The products are designed for use within the European Union. The seller therefore accepts no liability for the conformity of the seller's products with legal or normative provisions in countries outside the EU. This applies in particular to imports into the USA and Canada.

#### **M. Choice of law**

- I. These GCS and the contractual relationship between the Seller 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 apply to consumers only to the extent that they are not thereby deprived of the protection afforded to them by those mandatory provisions of the country in which the consumer has his habitual residence.

#### **N. Jurisdiction agreement**

- 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 for all claims arising from or on the basis of this contract shall be the Seller's place of business in Röttingen. This also applies to persons who do not have a general place of jurisdiction in Germany or persons who have moved their place of residence or habitual abode outside Germany after conclusion of the contract, or whose place of residence or habitual abode is not known at the time of bringing an action.
- II. This does not apply if the customer is a consumer and has his domicile or habitual residence in a member state of the European Union. In this case, legal action must be brought before the competent court of the Member State of residence.

#### **O. Reservation of rights**

The seller reserves the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents which are designated as „confidential“. The buyer must obtain the express written



consent of the seller before passing them on to third parties.

#### P. Infringements of property rights

The customer shall indemnify the seller against claims based on infringements of industrial property rights (e.g. copyrights, trademark rights, design rights, patents, utility models, supplementary protection under competition law, etc.) if the infringements of industrial property rights are based on specifications or requirements of the customer.

#### R. Documentation

The Seller and/or the photographer commissioned by him shall be entitled to enter the land on which the Work was erected or, if the Work was erected inside a building situated on the land, the building, once within three months after acceptance of the Work in order to take photographs of the Work and to use the photographs or adaptations of the photographs for advertising purposes. The seller shall notify the buyer of his intention in good time before his visit. The buyer may object to the entry if justified interests are opposed.

#### S. Warranty for playground equipment

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

#### T. Guarantee commitment for play and sports equipment

I. The warranty periods stated below refer to play and sports equipment sold by the seller and used in the temperate climate zone. The temperate climate zone is located between the respective tropics at 23° 27' north and south latitude and polar circles at 66.5° N/S. Germany lies in the temperate climate zone. For play and sports equipment used in the subtropical or tropical climate zone, please note the shortening of the warranty period mentioned below.

15-year guarantee on stability against rusting through of stainless steel construction elements\*.

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

10-year guarantee on stability, against rusting through of galvanised and powder coated Components\*

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

10-year guarantee on stability against rot and fungal attack on all softwoods with pressure impregnation\*.

10-year guarantee on High Pressure Laminated panels for stability and against breakage

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

5-year guarantee against breakage, malfunctions due to design, workmanship and choice of materials\*.

2-year warranty against malfunction and breakage on moving parts.

Electronic wood used in the floor (KDI, larch, Douglas fir)

\*Outside Europe, the warranty provided is shortened in the climatic zones:

subtropical -2 years

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

tropical -3 years

The tropical climate zone includes the areas bounded by the two tropics (23° 27' north and south latitude) where the sun is at its zenith at least once a year.

2-year guarantee on GRP slides for stability and against breakage

II. Exceptions to the guarantee commitment

The following are excluded from the guarantee

- Corrosion-related damage to playgrounds and sports facilities that are briefly or permanently under the influence of saline or chlorinated water, as well as damage to playgrounds and sports facilities that are installed closer than 1,000 m to the coast.

- Natural wood/material properties

- Wood damage due to drought at the installation site

- Wear and tear due to use (e.g. joints, ropes, bearings, springs, nets etc.)

- Willow products

- Vandalism, wilful destruction and force majeure  
- Playground equipment that has been installed in bark mulch  
- Play equipment that has been altered by non-original spare parts, paints or varnishes.

- Damage, in particular changes to the material or colour, as well as corrosion, which may be caused by too late Removal of the packaging or improper storage have occurred

- Playground and sports equipment that has not been installed in accordance with the Seller's installation instructions or has not been maintained in accordance with the Seller's maintenance instructions.

- Damage due to incorrect storage

- Rust caused by scratches or damage

- Fading of colours (e.g. with high pressure laminates)

- All modifications carried out by the customer himself

III. Commencement of the period The period begins on the day of delivery. Outside Germany, the period begins at the latest 3 months after disposition by the seller.

IV. Requirements

A prerequisite for the warranty to become effective is intended use and appropriate care, if necessary, professional repair using Kletterparadies original spare parts as well as maintenance by trained personnel in compliance with the manufacturer's specifications. The purchaser must provide proof of proper maintenance (submission of the complete inspection and maintenance reports in accordance with the specifications of DIN EN 1176, Part 7).

V. The warranty service includes cost-neutral delivery of replacement parts taking into account the useful life, the costs of disassembly/assembly shall be borne by the customer. In the event of justified warranty claims, the seller is entitled to carry out subsequent performance at his discretion. A reversal of the contract or claims for a reduction of the price on the basis of this guarantee promise are excluded.

However, the statutory claims based on liability for material defects shall remain unaffected by this.

VI. Assertion of warranty claims

You can assert your warranty claims in writing or in text form against Kletterparadies GmbH, Bahnhofstraße 4, 01259 Dresden, E-Mail: info@kletterparadies.net. With the description and documentation of the specific defect, the seller requires the proof of purchase for the examination of your claims. Receipt of the warranty request within the warranty period is sufficient to meet the deadline.

#### U. Right of withdrawal for consumers

Right of withdrawal for consumers for contracts concluded outside business premises (§ 312b BGB) or for distance selling transactions (§ 312c BGB). A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed, § 13 BGB.

I. Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods. In order to exercise your right of revocation, you must inform us (Kletterparadies GmbH, Bahnhofstraße 4, 01259 Dresden, Telefon: +49 351 21 07 20 - 0, E-Mail: info@kletterparadies.net) by means of a clear declaration (e.g. a letter sent by post, e-mail) of your decision to revoke this contract. You can use the enclosed model withdrawal form for this purpose, which is, however, not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of revocation

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. The costs are estimated at a

maximum of about 500 EUR. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the quality, properties and functioning of the goods.

Exceptions to the right of withdrawal

The right of withdrawal does not apply to the following contracts in accordance with § 312g para. 2 BGB:

- Contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

- Contracts for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature.

- Contracts where the consumer has expressly requested the trader to visit him in order to carry out urgent repair or maintenance work; this does not apply with regard to other services provided during the visit which the consumer has not expressly requested or with regard to such goods supplied during the visit which are not necessarily needed as spare parts during the maintenance or repair.

II. sample revocation form

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

To

Kletterparadies GmbH, Bahnhofstraße 4, 01259 Dresden, Germany.

E-Mail: info@kletterparadies.net

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

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

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- Name of the consumer(s)

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- Address of the consumer(s)

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- Signature of the consumer(s) (only in the case of notification on paper) \_\_\_\_\_

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

(\*) Delete as applicable.

