

# General Terms and Conditions of Business - KELLER Group GmbH

## Preamble

These General Terms and Conditions of Business apply to all orders placed by customers via the online shop and to all services provided by KELLER within the scope of the Keller Studios Membership and the KELLER Premium Membership.

Please note that there are special regulations at some points of these General Terms and Conditions of Business which only apply to individual offers from KELLER. These General Terms and Conditions of Business also provide in some places for special features for different country sites, e.g. for the German online shop of KELLER. These regulations and special features are described in detail in each case.

Provider: KELLER Group GmbH  
Managing Directors: Moritz Keller, Jakob Keller and Marcus Trute  
Balanstraße 73  
Building no. 24, 4th floor  
81541 Munich  
Germany

KELLER SPORTS CONTACT  
Phone: +44 (0) 1450 825044  
E-mail: [info@keller-sports.com](mailto:info@keller-sports.com)

KELLER X CONTACT  
Phone: +44 (0) 1450 825044  
E-mail: [info@kellerx.com](mailto:info@kellerx.com)

## I. General terms and conditions for orders and bookings at KELLER

### § 1 Conclusion of contract

(1) Product presentations do not constitute a legally binding offer; instead, they are an invitation to order. By clicking the button "Order subject to payment" you submit a binding offer to purchase the goods (including vouchers) and services (e.g. membership in KELLER Premium, rental of tennis rackets etc.) shown in the order overview.

(2) Immediately after sending the order, you will receive an order confirmation, but this does not yet constitute an acceptance of your contractual offer. A contract between you and us is concluded as soon as we accept your order by means of a separate order confirmation by e-mail or when we dispatch the goods. Please check the SPAM folder of your e-mail inbox regularly.

(3) The commercial resale of our goods is not permitted. We reserve the right to

withdraw from the purchase contract if we become aware that customers are reselling our goods commercially.

## **§ 2 Information on the technical steps leading to the conclusion of the contract and on the technical means to detect and correct input errors**

(1) You can select articles for purchase or services for booking in our web shop by placing them in a shopping cart by clicking on the corresponding button. If you want to complete the order, go to the shopping cart where you will be guided through the further order process. Here you have the possibility to complete the order process by clicking on the button "Proceed to checkout" or to go directly to PayPal.

a) If you go directly to PayPal, you will be redirected to the PayPal page where you have to log in. Afterwards you will be guided through the order process at PayPal. You can select or change your data (name, address, bank or credit card details) stored there for the order. Within PayPal you will see an order overview again. Only by clicking on the button "Buy" do you submit a binding offer, aimed at concluding a contract with us.

b) If you click on the button "Proceed to checkout", you will be asked in the next step to enter your data necessary for the execution of the order or booking and to select a shipping method. Alternatively, you can log in to your customer account where these data are already stored. After clicking on the "Next" button, you will be asked to select a payment method and, if necessary (depending on the payment method selected), to enter your data. If you choose the payment method PayPal, you make a binding offer to enter into a contract as described in Section 2 Para. 1 a). For any other payment method, clicking on the "Next" button will take you to an order overview page where you can correct all your data again by clicking on "Edit". If the shopping cart is incorrect, click on "KELLER" at the top left of the window. You will then return to the shop where you can edit your shopping cart by clicking on the shopping cart symbol. You can also add new products. Within a browser session, all of your previously entered and not changed data are retained, so that you can go through the order process again by clicking on the button "Proceed to checkout" without having to enter your data again. However, when you close your browser, all data entered will be deleted. If you want to cancel the order at this point, you can simply close your browser window. A binding offer to conclude a contract is only made by clicking on the button "Order subject to payment".

(2) Immediately after sending the order, you will receive an order confirmation, but this does not yet constitute an acceptance of your contractual offer. A contract between you and us is concluded as soon as we accept your order and/or booking by a separate e-mail or when we send the goods to you. Please check the SPAM folder of your e-mail inbox regularly.

## **§ 3 Information on the storage of the contract text.**

The text of the contract is not stored by us, but you will receive all information on the conclusion of the contract as well as the General Terms and Conditions of Business and other customer information with the e-mail with which we confirm the conclusion of the contract.

## **§ 4 Information on codes of conduct to which the seller has subscribed.**

KELLER has online shops tested according to the Trusted Shops Code of Conduct (available at <https://www.trustedshops.eu/>), namely under the following domains:

keller-sports.de

keller-sports.com  
keller-sports.nl  
keller-sports.fr  
keller-sports.es.

## **§ 5 Information on the languages available for the conclusion of the contract**

For the conclusion of the contract, only the German language is available.

## **§ 6 Customer service**

If you wish to have a faulty product repaired or replaced, or if you have questions about one of our products or services, please contact our customer service on +44 (0) 1450 825044 (normal fixed network charges from the German fixed network of Deutsche Telekom AG, different rates for calls from abroad or mobile network) or [info@keller-sports.com](mailto:info@keller-sports.com).

## **§ 7 Prices**

The prices are final prices including applicable value added tax and all other price components and do not include the corresponding valid shipping costs (information on shipping costs can be found [here](#)). For further details please visit the product and information pages. Deliveries to non-EU countries are subject to additional customs duties and fees.

## **§ 8 Data protection and credit assessment**

(1) For information on the processing of your personal data, please read our data privacy policy.

(2) If we make advance payments, we may obtain a credit report from SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, Germany, to protect our legitimate interests. Your interests worthy of protection are taken into account in accordance with the statutory provisions. You will find detailed information on data protection in our [data privacy policy](#). Please note that if you choose the payment option "Payolution invoice" a credit check will not be carried out in the manner described above, but on behalf of net-m privatbank 1891 AG, Munich, by payolution GmbH, Vienna (A).

## **§ 9 Terms of payment**

(1) The payment will be made - according to the regulations on the respective website you are visiting - either by advance payment, credit card, PayPal, iDEAL transfer, Payolution invoice or Klarna invoice (see also Section 11 of these Terms and Conditions regarding Payolution invoice and Klarna invoice). Vouchers can be redeemed regardless of the available payment methods (see also Section 10 of these Terms and Conditions regarding vouchers). We reserve the right to exclude individual payment methods.

(2) If you choose the payment method "advance payment", we will give you our bank details in the order confirmation. The invoice amount is to be transferred to our account within 10 days. The goods will only be dispatched once the money has been credited to our account. The calculation of the delivery time does not begin until this day. If you pay by credit card, your account will be charged when the goods are shipped.

(3) If you are in default of payment, the purchase price shall be subject to interest at a rate of 5% above the base interest rate during the period of default. We reserve the right to prove and claim higher damages caused by delay.

(4) The fee for the KELLER Premium Membership can only be paid - according to the regulations on the respective website you are visiting - with the payment methods credit card, PayPal, Payolution invoice and Klarna invoice (see also Section 11 of these General Terms and Conditions of Business regarding Payolution invoice and Klarna invoice).

### **§ 10 KELLER vouchers**

(1) KELLER vouchers can be paid - according to the regulations on the respective website you are visiting - by credit card, PayPal, Payolution invoice, Klarna invoice or advance payment (see also Section 11 of these General Terms and Conditions of Business regarding Payolution invoice and Klarna invoice). The vouchers purchased in the KELLER Online Shop can be redeemed for the entire product range. No interest is paid on the credit balance. You will receive the voucher directly by e-mail after receipt of payment. Sending by mail is excluded. The value of the voucher will be offset against the purchase value of the order when redeemed. Vouchers or voucher credits cannot be paid out in cash or offset against open claims. If the value of the purchase exceeds the credit balance of the voucher, the difference must be settled by another payment method. Vouchers cannot be redeemed on orders already placed.

(2) KELLER assumes no liability for typing errors in the e-mail address of the voucher recipient. KELLER also assumes no liability for events for which KELLER is not responsible such as loss, theft, misuse or delayed transmission (e.g. due to technical difficulties) of gift vouchers.

### **§ 11 Payment against invoice**

#### **Klarna invoice**

(1 ) In cooperation with the provider Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm

Company and corporation number: 556737-0431. (hereinafter Klarna) we offer purchase on account as a payment option. When paying with Klarna you never have to give your account details and you only pay when you receive the goods.

(2) With the payment method "Klarna invoice" a delivery to a delivery address that differs from the invoice address is not possible. Thank you for your understanding.

(3) With the payment method "Klarna invoice" you always get the goods first and always have a payment period of 14 days. Further information and Klarna's complete terms and conditions of business for purchase on account can be found [here](#).

(4) Klarna checks and evaluates the consumer's data and, if there is a justified reason, exchanges data with other companies and credit agencies (credit assessment). If the creditworthiness of the consumer is not guaranteed, Klarna AB may refuse the customer Klarna's payment methods and must inform the customer of alternative payment methods. Your personal data will be treated in accordance with the applicable data protection laws and will not be passed on to third parties for advertising purposes. [Here](#) you can learn more about Klarna's data protection regulations.

(5 ) For more information on Klarna, visit [www.klarna.com](http://www.klarna.com).

#### **Payolution invoice**

(6) If you choose the payment method "Payolution invoice", the special conditions and data protection information available [here](#) apply.

## **II. Special conditions for orders for goods**

## **§ 12 Delivery and shipping costs**

(1) Depending on the destination country and selected shipping method, the products from our range are sent by DHL, Hermes, Swiss Post, Austrian Post, PostNL or Bring. For larger volumes and quantities we commission a forwarding agency.

(2) Your order will of course be processed by us immediately after receipt. The delivery of your order usually takes place immediately after receipt of your order and payment. For more detailed information on the delivery time of an item, please refer to the respective product detail page and our help pages. Please note that when using the payment method "advance payment", the delivery time is calculated from the day on which the full amount for your order is credited to our account.

(3) Information on shipping costs can be found [here](#).

(4) In the case of deliveries free of shipping costs, subsequent shipping costs will be charged if the final value of the goods ordered is below the limit for exemption from shipping costs due to returns resulting from the exercising of your right of revocation. Reference is made to paragraph 3.

## **§ 13 Terms of delivery**

(1) The delivery of goods is only carried out within Europe.

(2) If not all of the products ordered are in stock, we are entitled to make partial deliveries at our own expense, insofar as this is reasonable for you.

(3) In the case of products tailored to the personal needs of the consumer - for example skis with a binding assembly and tennis rackets with individual stringing - the delivery time shall be extended by a processing time. The extended delivery time will be indicated when ordering.

## **§ 14 Rental conditions for test rackets; warranty**

This offer exists only for users of the online shop at [keller-sports.de](http://keller-sports.de).

(1) A maximum of two rackets can be ordered at the same time for testing. The rental period is ten calendar days from delivery of the test rackets. The rental fees for this period can be found directly on the product detail page of the respective test racket. Orders that include test rackets cannot be paid on account.

(2) Test rackets must be returned no later than the tenth day after delivery. The rental fee will be refunded in the form of a voucher as soon as the rackets are received by us on time (the day of dispatch is decisive) and without damage. If the test rackets are returned late, we are entitled to charge 1/10 of the rental fee for each day of delay. If, however, test rackets are not returned within this period, even after a further reasonable deadline set by us, we will retain the rental fee and charge the difference between our sales price of the rackets at the time you ordered the rental racket and the rental fee. The customer reserves the right to prove that we have not incurred any damage or have only incurred minor damage.

(3) All test rackets are supplied with a high-quality stringing and a grip tape from Pacific. The rackets must not be re-strung by the customer themselves or by others and the grip tape must not be replaced. Otherwise we will charge the costs for a new stringing, a new grip tape and any other damage to the racket.

(4) Warranty claims are based on Sections 536 et seq. of the German Civil Code (BGB). For our liability, Section 28 of these General Terms and Conditions of Business applies. If you assert defects in the rental object, we are entitled to send you a new rental object - insofar as this is reasonable for you. For the return of the

defective rental object, Para. 2 Sentences 2 to 4 of this Section 14 of these General Terms and Conditions of Business shall apply accordingly.

### **§ 15 Retention of title in the event of the goods being sold**

If we make advance payment with the delivery of our goods, we reserve the right of ownership of these goods until the purchase price has been paid in full. Prior to the transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without our consent.

### **§ 16 Damage in transit**

(1) If purchased or rented goods are delivered with obvious transport damage, please complain about such defects immediately to the deliverer and contact us as soon as possible (by phone on +44 (0) 1450 825044 (normal fixed network charges from the German fixed network of Deutsche Telekom AG, different rates for calls from abroad or mobile phone network)).

(2) Failure to make a complaint or contact us will not have any consequences for your statutory warranty rights. However, you help us to be able to assert our own claims against the carrier or the transport insurance.

### **§ 17 Warranty for the purchase of goods**

(1) Our warranty towards consumers: The warranty is provided in accordance with the statutory provisions. For all defects occurring during the legal warranty period of two years from delivery of the goods, you have the legal right to supplementary performance and - if the legal requirements are met - the legal rights to reduction or withdrawal as well as compensation for damages. Claims for defects which we have maliciously concealed shall become statute-barred within the regular period of limitation.

(2) Our warranty towards entrepreneurs: Your warranty claims due to defects in the purchased item shall become statute-barred one year after the transfer of risk. Excluded from the above provisions are claims for damages and claims for defects which we have fraudulently concealed. Also excluded from the above restrictions is the right of recourse according to Section 478 of the German Civil Code (BGB). The statutory limitation periods shall apply to these excluded claims; Section 377 of the German Commercial Code (HGB) shall remain unaffected.

(3) We do not assume any warranty for damage and defects resulting from improper use, operation and storage, negligent or incorrect care and maintenance, overuse or improper repair by an unauthorised service partner.

(4) In addition, consumers and entrepreneurs shall also be entitled to rights due to defects within the scope of a guarantee of quality and/or durability, provided that we have expressly given such a guarantee with regard to the sold object in the individual case.

## **III. Special conditions for the Keller Premium Membership**

### **§ 18 Term, termination, conditions, fees**

(1) When purchasing a product or independently of such a purchase, private customers can book a Keller Premium Membership. This has a term of 12 months from the start of the contract (see Section 19 of these General Terms and Conditions of Business) and is automatically extended by a further 12 months if you do not cancel it within your customer account at least 14 days before the end of the term. If you no longer know your access data, please contact our customer service. We can

also terminate your membership with the same notice period.

(2) Termination for good cause is effective immediately if you culpably violate these terms and conditions or any applicable law, if the use of the Keller Premium Membership is fraudulent or abusive, or if our interests or the interests of another user are harmed. If, in individual cases, we do not insist on your strict compliance with these terms and conditions or do not enforce them, this does not constitute a waiver of any rights for the future. A refund of the membership fee is excluded if the cancellation is made for good cause.

(3) The membership fee of the Keller Premium Membership is displayed in the online shop. When the contract is renewed, the membership fee automatically becomes due. For the terms of payment and due date please also read Section 23 of these General Terms and Conditions of Business.

### **§ 19 Start of contract; information on the technical steps leading to the conclusion of the contract as well as on the technical means to detect and correct input errors and on the storage of the contract text**

(1) The contract for your Keller Premium Membership comes into effect and begins when we confirm this by sending an e-mail to the e-mail address you provided when you made your booking or - if you ordered goods at the same time - when we ship the goods. KELLER reserves the right to accept or reject memberships.

(2) For the technical steps leading to the conclusion of the contract as well as the technical means to detect and correct input errors and the storage of the contract text, please read Sections 2 and 3 of these General Terms and Conditions of Business.

### **§ 20 The benefits we offer for the Keller Premium Membership**

During the term of your Keller Premium Membership you will receive the following benefits:

You will receive a 10% discount on each item. Excluded from the discount is the amount of the membership itself as well as shipping costs or other service fees, such as for the stringing service. Furthermore, the discount of the Keller Premium Membership does not apply to graduated prices of tennis balls and not to items marked "Strictly limited" or "Limited". Accordingly, no discount is displayed for these articles. Furthermore, the discount of the Premium Membership cannot be combined with other promotions or discounts that are valid for a limited time only for certain customer groups (e.g. only for new customers). We will show separately in the corresponding promotions if the 10% discount of the Keller Premium Membership is not valid. A payout in cash is not possible. Keller Premium Members regularly receive exclusive access to strictly limited articles, exclusive premium offers and information by e-mail. The order quantity per strictly limited article is limited to two pieces.

### **§ 21 Keller Premium Trial Membership and reduced membership**

From time to time, we offer certain customers (e.g. cooperation partners) trial or other promotional memberships, for example with a free trial period in advance, which are also subject to these terms and conditions, unless otherwise provided for in the promotional offers. Trial and promotional members may cancel their membership at the end of the trial period at any time under "My Account" or other available contact options within the trial period, so that it will not automatically renew to a Keller Premium Membership with the regular membership fee. For the respective trial or promotional period, no membership fees or lower membership fees are charged. After a trial period or reduced membership expires, regular membership begins. Trial

and promotional memberships are only valid for customers who have not yet tested the Keller Premium Membership.

## **§ 22 Changes to the conditions and scope of services**

We reserve the right to amend these terms and conditions and the scope of services in the event of the introduction of new services, adjustment of the business model and/or changes in the legal situation, subject to the following procedure:

(1) The amended General Terms and Conditions of Business will be sent to you by e-mail to the e-mail address you have provided to us in connection with your membership, indicating the respective changes.

(2) If you do not object within 14 days of receipt of the said e-mail, your consent to the respective changes shall be deemed to have been given. In the e-mail containing the changes, we will inform you separately of the significance of the deadline set.

(3) If you object to the changes within the deadline, we can cancel your membership at the end of the term.

(4) Any increase in the membership fee shall only come into force from the beginning of the next term. If you terminate your membership prior to the effective date of these changes, we will refund the unused portion of your membership fee for the current term.

(5) If any amendment is found to be invalid, void or unenforceable for any reason, the validity and enforceability of the remaining amendments or conditions shall not be affected thereby.

## **§ 23 Payment of the membership fee**

(1) Membership shall only become valid upon payment of the applicable membership fee due.

(2) After the first 12 months KELLER automatically collects the membership fee due via the payment method you have specified. The payment is made - according to the regulations on the website you are visiting - either by credit card, PayPal, Payolution invoice or Klarna invoice (see also Section 11 of these General Terms and Conditions of Business regarding Payolution invoice and Klarna invoice).

(3) If the method of payment becomes invalid during your membership or if collection is otherwise refused, KELLER is entitled to demand payment from you by other means (possible additional costs due to the impossibility of direct debit will be charged to you).

## **IV. Cancellation policy**

If you are a consumer, you are entitled to a right of withdrawal in accordance with the following instructions. A consumer is any natural person who enters into a legal transaction for purposes that cannot predominantly be assigned to either their commercial or their self-employed professional activity.

## **§ 24 Cancellation policy for the purchase of goods**

Cancellation policy

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, have/has taken possession of the goods.



To exercise your right of withdrawal, you must

Fiege Logistik Stiftung & Co. KG - Zweigniederlassung Burgwedel  
c/o KELLER Group GmbH  
Am Berkhopsfeld 500  
30938 Burgwedel  
Germany  
Phone: +44 (0) 1450 825044  
E-mail: info@keller-sports.com or info@kellerx.com

inform us by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercising of the right of revocation before the end of the revocation period.

#### Consequences of revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choice of a different method of delivery to the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you, and in no event will you be charged for this refund. We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods without delay and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract to

Fiege Logistik Stiftung & Co. KG - Zweigniederlassung Burgwedel  
c/o KELLER Group GmbH  
Am Berkhopsfeld 500  
30938 Burgwedel  
Germany

The deadline is met if you send the goods before the end of the fourteen-day period. For customers from Germany, we will pay the costs for returning the goods.

Customers from countries other than Germany, however, must pay the direct costs for returning the goods.

You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for the purpose of checking their nature, properties and functioning.

#### Important notes:

There is no right of revocation for contracts.

- for the delivery of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.
- for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.
- for the delivery of goods if these have been inseparably mixed with other goods

after delivery due to their nature.

Important note for the redemption of discount vouchers: If the respective minimum purchase value, which is a prerequisite for the granting of a discount, is subsequently not met as a result of a return due to the exercising of your right of withdrawal, the discount cannot be taken into account for the rest of the order either. The missing amount will then be invoiced to you subsequently or it will be debited using your chosen payment method.

Important note for deliveries with free shipping: In the case of deliveries free of shipping costs, subsequent shipping costs will be charged if the final value of the goods ordered is below the limit for exemption from shipping costs due to returns resulting from the exercising of your right of revocation. The shipping costs will then be charged to you subsequently or they will be debited using your chosen payment method.

## **§ 25 Cancellation policy when booking services (rental of sports equipment and Premium Membership)**

### **Cancellation policy**

#### **Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the date of conclusion of the contract. To exercise your right of withdrawal, you must

Fiege Logistik Stiftung & Co. KG - Zweigniederlassung Burgwedel  
c/o KELLER Group GmbH  
Am Berkhopsfeld 500  
30938 Burgwedel  
Germany  
Phone: +44 (0) 1450 825044  
E-mail: [info@keller-sports.com](mailto:info@keller-sports.com) or [info@kellerx.com](mailto:info@kellerx.com)

inform us by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercising of the right of revocation before the end of the revocation period.

#### **Consequences of revocation**

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choice of a different method of delivery to the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you, and in no event will you be charged for this refund. If you have requested that the services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercising of the right of cancellation in respect of this contract compared to the total scope of the services

provided for in the contract.

Important notice:

You do not have a right of revocation for the rental of our rental objects for leisure activities since such a right of revocation does not exist according to Section 312 g Para. 2 Sentence 1 No. 9 of the German Civil Code (BGB) for contracts for the provision of further services in connection with leisure activities if the contract provides for a specific date or period of time for the provision of such services.

Important note when revoking the Keller Premium Membership:

As long as you have not yet made any purchases using the KELLER Premium Service, you will receive a full refund of the membership fee within the first 14 days. If you have already made a purchase within the scope of the Keller Premium Membership, the advantages granted by this (e.g. a discount of EUR 8.50 on an order with an item before discount of EUR 85.00) will be reversed in the course of a revocation of the Keller Premium Membership and charged accordingly as it would have been if you had not concluded the Keller Premium Membership. This has no influence on the purchase contract itself. We are entitled to charge the difference to the payment method chosen at the time of purchase.

## **§ 26 Sample revocation form**

If you want to cancel the contract, please fill out [this form](#) and send it back.

To

Fiege Logistik Stiftung & Co. KG - Zweigniederlassung Burgwedel  
c/o KELLER Group GmbH  
Am Berkhopsfeld 500  
30938 Burgwedel  
Germany  
info@keller-sports.com

- 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 (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the event of communication on paper)
- Date

(\*) Delete as applicable.

## **V. Common provisions**

### **§ 27 Offsetting/Retention**

(1) You are only entitled to a right of set-off if your counterclaims have been legally established in court or are undisputed or have been acknowledged by us in writing. However, you shall remain entitled to set off against our claims without the above restriction if you make complaints or counterclaims arising from the same contract.

(2) You can only exercise a right of retention as a customer if your claims are based on the same contractual relationship.

### **§ 28 Limitation of our liability**

We are liable, regardless of the legal grounds, exclusively in accordance with the following regulations.

(1) We shall only be liable for intent and gross negligence. We shall only be liable for slight negligence in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you may regularly rely (cardinal obligation). We shall only be liable for foreseeable damage, the occurrence of which must typically be expected. This also applies to loss of profit and savings. The liability for other remote consequential harm caused by a defect is excluded.

(2) The limitation of our liability shall not apply in the event of injury to life, body and/or health and in the event of liability under the Product Liability Act.

(3) We shall not be liable for events of force majeure which make the contractual services impossible or which make the proper execution of the contract considerably more difficult or temporarily hinder it. Force majeure shall be deemed to be all circumstances that are independent of the will and influence of the parties to the contract, such as terrorist attacks, embargo, seizure, natural disasters, strikes, decisions of authorities or other serious and unforeseeable circumstances beyond the control of the parties to the contract. A circumstance shall only be considered as force majeure if it occurs after the conclusion of the contract.

(4) Insofar as our liability is excluded or limited, this shall also apply to the liability of our employees, other staff, representatives and vicarious agents.

(5) We shall make every effort to ensure that our service is available at all times. Events of force majeure, lawful lockout or unforeseeable operational disturbances do not release us from the obligations of the Keller Premium Membership. In such cases, however, the execution or dispatch may be delayed. If the services of the Keller Premium Membership are no longer of interest to you due to such a delay, you may terminate your Keller Premium Membership with immediate effect and we will refund the membership fee in full for the current term of the membership unless you have already realised discounts through your Keller Premium Membership in the respective term of the membership that are higher than the membership fee for the current twelve months. However, we are not liable for damages resulting from delayed delivery in such cases.

### **§ 29 Severability clause, applicable law, mandatory consumer protection regulations, place of jurisdiction, out-of-court settlement of disputes**

(1) Should individual provisions of these General Terms and Conditions of Business be wholly or partially invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the remaining provisions shall remain unaffected.

(2) The contracts concluded between us and the customers on the basis of these General Terms and Conditions of Business shall be governed by German law, under the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer protection regulations of the law of the country in which a customer who is a consumer has his habitual residence remain unaffected by this. A consumer is any natural person who enters into a legal transaction for purposes that cannot predominantly be assigned to either their commercial or their self-employed professional activity.

(3) The exclusive place of jurisdiction for all disputes arising from this contract is our registered office (currently Munich, Germany) if the customer is a merchant or if the customer does not have his general place of jurisdiction in the same country as the contracting KELLER company.

(4) The European Commission provides an Online Dispute Resolution (ODR) platform for consumers. You can reach it at: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). Our e-mail address is: [info@keller-sports.com](mailto:info@keller-sports.com)

(5) We are neither obliged nor willing to participate in dispute resolution proceedings under the Consumer Dispute Resolution Act (VSBG).

### **§ 30 Return of batteries/accumulators**

Some of our goods are supplied with batteries. Used batteries and accumulators do not belong in household waste. You are obliged to dispose of used batteries and accumulators exclusively via the trade outlet or the collection points specially set up for this purpose (legal obligation to return). Retailers and manufacturers are obliged to take back these batteries free of charge and to recycle them properly or to dispose of them as hazardous waste (legal obligation to take them back). You can return them after use free of charge at a municipal collection point or in local shops. If you want to return batteries and accumulators to us, you can send them back to us postage paid. In order to save us unnecessary costs, we ask you to frank the shipment sufficiently. You will then receive the postage costs back from us.

Batteries are marked with a sign consisting of a crossed-out wheeled bin, which means that they may not be placed in the household waste. For batteries containing more than 0.0005 percent by mass of mercury, more than 0.002 percent by mass of cadmium or more than 0.004 percent by mass of lead, the respective chemical symbol (Hg (mercury), Cd (cadmium) or Pb (lead)) is listed below the symbol of the wheeled bin.