

GENERAL TERMS AND CONDITIONS
of
www.allrounder-training.com

Welcome to Allrounder-Training!

§ 1 Scope and Provider

- (1) These General Terms and Conditions (hereinafter referred to as "GTC") govern the sale of products by Allrounder-Training (hereinafter referred to as "Provider") to you, in the version valid at the time of your order.
- (2) Deviating GTCs of the customer are rejected.
- (3) Please read these conditions carefully before placing an order with Allrounder-Training. By placing an order with Allrounder-Training, you agree to the application of these terms of sale to your order.
- (4) At Allrounder-Training, we offer the sale of the following products:
Digital training plans are provided.

Training Programs are being sold in digital format.

§ 2 Formation of the Contract

- (1) Contracts on this platform can only be concluded in German.
- (2) The offers are exclusively aimed at end consumers with a billing and delivery address in: Worldwide.

For certain bulky goods, possible delivery addresses and delivery locations may be limited; the restriction is indicated in the respective list price.
- (3) The customer must be at least 18 years old.
- (4) The presentation of goods in the online shop does not constitute a legally binding offer. The presentation of goods merely invites the customer to submit an offer.
- (5) Your order represents an offer to Allrounder-Training to conclude a purchase contract. The customer makes a binding offer when they complete the online ordering process by entering the requested information and clicking the "Order with payment obligation" button in the final step.
- (6) The purchase contract between the Provider and the customer is concluded only through a declaration of acceptance by the Provider. This takes place at the earlier of the following two events: either the dispatch of the goods or the dispatch of a shipping confirmation via email. Please note that the confirmation of receipt of your order does not constitute a declaration of acceptance as defined above.

- (7) The validity of contracts for quantities exceeding typical household needs or for the commercial resale of the purchased item requires explicit confirmation by the Provider. This applies both to the number of products ordered as part of one order and to placing multiple orders for the same product, where the individual orders comprise quantities exceeding typical household needs.
 - (8) Your orders are stored by us after the conclusion of the contract. If you lose your order documents, please contact us via email or phone. We will send you a copy of the order details.
 - (9) You agree to receive invoices electronically. Electronic invoices will be made available to you by email or in the customer account on the website. For each delivery, we will inform you in the shipping confirmation whether an electronic invoice is available. Further information about electronic invoices is available on our website.
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§ 3 Prices and Shipping Costs

- (1) Our prices include the applicable statutory VAT and are exclusive of shipping fees or surcharges. Shipping surcharges vary depending on the delivery method and the nature of the items.
 - (2) Despite our best efforts, a small number of products in our catalog may be priced incorrectly. We verify prices during the order processing stage and before charging your payment method.
 - If a product's correct price is higher than the price displayed on the website, we will contact you before dispatching the product to ask whether you wish to purchase it at the correct price or cancel the order.
 - If a product's correct price is lower than the price displayed, we will charge the lower price and send you the product.
 - (3) The prices valid at the time of the order apply. If list prices are available, the prices in the list valid at the time of the order apply.
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§ 4 Delivery and Cancellation

- (1) Unless otherwise agreed, delivery will be made to the delivery address specified by the customer. On the website, you will find information about the availability of products sold by Allrounder-Training (e.g., on the respective product detail page). Please note that all information about availability, shipping, or delivery of a product is approximate and indicative. They do not represent binding or guaranteed shipping or delivery dates unless these are explicitly designated as binding dates in the shipping options for the respective product.
- (2) If Allrounder-Training determines during the processing of your order that the products you ordered are not available, you will be informed separately via email or a message in your customer account. The statutory rights of the customer remain unaffected.
- (3) If a delivery to the customer is not possible because the delivered goods do not fit through the customer's entrance door, front door, or staircase, or because the customer

cannot be found at the delivery address provided, although the delivery time was announced to the customer with reasonable notice, the customer bears the costs for the unsuccessful delivery.

- (4) Delivery is made according to the customer's chosen payment method. For prepayment, delivery is made after the payment order is issued to the transferring credit institution. For payment via PayPal, credit card, gift card, direct debit, instant transfer, or invoice, delivery is made after the conclusion of the contract.
- (5) If your order is shipped in more than one package, you may receive a separate shipping confirmation for each package. In this case, a separate purchase contract is concluded for each shipping confirmation for the products listed therein. The contractual partner is Allrounder-Training. Regardless of your right of withdrawal, you can cancel your order for a product free of charge at any time before the associated shipping confirmation is sent.
- (6) This cancellation right does not apply to certain product groups and services, including digital content or software not delivered on a physical medium (e.g., on a CD or DVD), once the download or use (whichever is earlier) has begun.

§ 5 Customs

- (1) If you order products from Allrounder-Training for delivery outside the European Union, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional fees for customs clearance must be borne by you; we have no control over these fees. Customs regulations vary significantly from country to country, so you should contact your local customs authority for more information.
- (2) Please also note that when you order from Allrounder-Training, you are considered the importer of record and must comply with all laws and regulations of the country in which you receive the products. The protection of your data is important to us, and we want to inform our international customers that cross-border deliveries may be subject to opening and inspection by customs authorities. For more information, please review our customs information.

§ 6 Payment

- (1) The customer can pay for the goods using the following payment methods:
 - PayPal
 - Credit card
- (2) Certain payment methods may be excluded by the Provider in individual cases.
- (3) The customer is not permitted to pay for the goods by sending cash or checks.
- (4) If the customer chooses an online payment method, they authorize the Provider to collect the due amounts at the time of the order.
- (5) If the Provider offers payment in advance and the customer selects this payment method, the customer must transfer the invoice amount to the Provider's account within

five calendar days of receiving the order. The Provider will reserve the goods accordingly for five calendar days.

- (6) If the Provider offers payment by credit card and the customer selects this payment method, the customer expressly authorizes the Provider to collect the due amounts after shipping the partial or complete delivery.
- (7) If the Provider offers payment by direct debit and the customer selects this payment method, the customer grants the Provider a SEPA direct debit mandate. If a payment transaction is reversed due to insufficient funds in the account or due to incorrectly provided bank details, the customer must bear the costs arising from the reversal.
- (8) If the Provider offers payment in advance and the customer selects this payment method, the customer undertakes to pay the invoice amount in full within 14 days after the goods are shipped, without any deductions or discounts.
- (9) If the customer is in arrears with payment, the Provider reserves the right to claim damages for delay.

§ 7 Set-Off and Right of Retention

- (1) The customer is only entitled to set off claims if the counterclaim has been legally established, is undisputed, or has been acknowledged by the Provider.
- (2) The customer may exercise a right of retention only insofar as the counterclaim arises from the same contractual relationship.

Hier ist die Übersetzung von **§ 8 Retention of Title**, **§ 9 Transport Damages** und **§ 10 Defect Rights**:

§ 8 Retention of Title

Allrounder-Training retains ownership of the goods until full payment has been received.

§ 9 Transport Damages

- (1) If the customer receives goods with obvious transport damage, the Provider requests that the customer report this damage as soon as possible.
- (2) Failure to file a complaint does not affect the customer's statutory warranty rights. Reporting the damage helps the Provider assert its own claims against the carrier.

§ 10 Defect Rights

- (1) If the customer is a consumer, the warranty and liability for defects of the delivered goods are governed by statutory provisions:
Customers in the European Union have warranty rights for a period of two years from the delivery of goods in addition to the 30-day return guarantee. During this period, they may request the repair or replacement of products purchased from Allrounder-Training if

these prove to be defective or not as described. If the goods cannot be repaired or replaced within a reasonable time or without difficulties, customers may request a refund or reduction in the purchase price.

- (2) For used goods, the warranty period may be shorter than two years.
- (3) If the customer is not a consumer, defects will be remedied through replacement delivery or repair.

§ 11 Limitation of Liability (Products)

- (1) The Provider is liable for claims for damages by the customer arising from injury to life, body, or health, or from the breach of essential contractual obligations, as well as for other damages caused by intentional or grossly negligent breach of duty by the Provider, its legal representatives, or vicarious agents.
- (2) Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract.
- (3) The Provider is liable for breaches of essential contractual obligations caused by typical, foreseeable damages, provided the damage was caused by simple negligence. This limitation does not apply to claims for damages by the customer arising from injury to life, body, or health.
- (4) The provisions of the Product Liability Act remain unaffected.
- (5) To the extent that Allrounder-Training's liability is excluded or limited, this also applies to the personal liability of its employees, representatives, and vicarious agents.

§ 12 Cancellation Policy

- (1) If the customer is a consumer, they have a right of cancellation in accordance with the following provisions:

- (2) Right of Cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, takes possession of the goods (or the last goods, partial shipment, or item in the case of a contract for several goods in a single order or the delivery of goods in several partial shipments or pieces), or from the day of the contract conclusion in the case of digital content not delivered on a physical medium (e.g., CDs or DVDs).

To exercise your right of cancellation, you must notify us:

Allrounder-Training

Hans-Bachner-Str. 24, 84048 Mainburg
Email: service@allrounder-training.com

by means of a clear statement (e.g., a letter sent by post, fax, or email) of your decision to cancel this contract. You may use the model cancellation form available on our website, but it is not mandatory. If you use this option, we will immediately (e.g., via email) send you confirmation of receipt of such cancellation.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising the right of cancellation before the cancellation period expires and to return the goods via our online returns center within the defined period below.

(3) Consequences of Cancellation

If you cancel this contract, we will refund all payments received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), without undue delay and no later than fourteen days from the day we receive your notice of cancellation of this contract. For this repayment, we will use the same means of payment that you used in the original transaction, unless expressly agreed otherwise; under no circumstances will you be charged fees for this repayment.

We may withhold reimbursement until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier.

You must return the goods to:

Allrounder-Training

Hans-Bachner-Str. 24, 84048 Mainburg

Email: service@allrounder-training.com

without delay and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods.

(4) Exceptions to the Right of Cancellation

You are only liable for any diminished value of the goods if this loss in value is due to handling not necessary for checking the quality, characteristics, and functioning of the goods.

The right of cancellation does not apply or expires early for the following contracts:

- For the delivery of goods that are not prefabricated and for which an individual choice or decision by the consumer is decisive, or which are clearly tailored to the personal needs of the consumer.
- For the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded.
- For services where Allrounder-Training has fully performed the service, and you acknowledged and expressly agreed before placing the order that the performance of the service would begin and you would lose your right of cancellation upon full performance of the contract.
- For the delivery of newspapers, periodicals, or magazines, except for subscription contracts.

- For the delivery of alcoholic beverages, whose price was agreed upon at the time of the contract, but whose delivery can only take place after 30 days and whose current value depends on market fluctuations that the trader cannot influence.
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§ 13 Exclusion of the Right of Cancellation

- (1) The right of cancellation does not apply to contracts:
 - For the delivery of goods that are not prefabricated and require an individual choice or specification by the consumer, or are clearly tailored to the personal needs of the consumer.
 - For the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded.
 - (2) The right of cancellation expires prematurely for contracts:
 - For the delivery of sealed goods that are not suitable for return due to health protection or hygiene reasons if their seal has been removed after delivery.
 - For the delivery of goods that, due to their nature, are inseparably mixed with other goods after delivery.
 - For the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery.
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§ 14 Data Protection

- (1) If personal data (e.g., name, address, email address) is collected, we undertake to obtain your prior consent. We commit to not disclosing any data to third parties without your prior consent.
 - (2) We point out that data transmission over the internet (e.g., via email) can have security vulnerabilities. Therefore, error-free and uninterrupted protection of data from third-party access cannot be fully guaranteed. We are not liable for damages arising from such vulnerabilities.
 - (3) Third parties are not permitted to use contact details for commercial activities unless the Provider has given prior written consent to the affected person.
 - (4) You have the right at any time to obtain complete and free information about the data stored concerning you by Allrounder-Training.
 - (5) Additionally, users have the right to correction, deletion, or restriction of processing of their data.
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§ 15 Cookies

- (1) To display the product offering, we may use cookies. Cookies are small text files stored locally in the cache of the visitor's internet browser.

- (2) Many websites and servers use cookies. Numerous cookies contain a so-called cookie ID. A cookie ID is a unique identifier for the cookie. It consists of a string of characters through which websites and servers can associate the cookie with the specific internet browser in which it was stored. This allows the visited websites and servers to distinguish the individual's browser from other internet browsers that contain different cookies. A specific internet browser can be recognized and identified using the unique cookie ID.
 - (3) By using cookies, we can provide users of this website with more user-friendly services that would not be possible without the cookie setting.
 - (4) We point out that some of these cookies are transferred from our server to your computer system, usually as session cookies. Session cookies are automatically deleted from your hard drive at the end of the browser session. Other cookies remain on your computer system and enable us to recognize your computer system on your next visit (so-called persistent cookies).
 - (5) You can object to the storage of cookies; a banner is available for you to either accept or decline them.
 - (6) Naturally, you can set your browser to ensure no cookies are stored on your hard drive or that already stored cookies are deleted. Instructions on how to prevent or delete cookies can be found in the help function of your browser or software manufacturer.
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§ 16 Place of Jurisdiction and Applicable Law

- (1) For any disputes arising from or related to this contract, the laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 - (2) The sole place of jurisdiction for orders from merchants, legal entities under public law, or special funds under public law is the Provider's registered office.
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§ 17 Final Provisions

- (1) The contract language is English.
- (2) We do not offer products or services for purchase by minors. Our products for children can only be purchased by adults. If you are under 18, you may use Allrounder-Training only with the involvement of a parent or guardian.
- (3) If you violate these GTC and we take no action, we are still entitled to assert our rights on any other occasion where you violate these Terms of Sale.
- (4) We reserve the right to make changes to our website, rules, terms, including these GTC, at any time. The terms, conditions, and GTC applicable to your order are those in force at the time of your order unless a change to these conditions is required by law or governmental order (in which case the change also applies to orders you previously placed). If any provision in these Terms of Sale is deemed invalid, void, or unenforceable

for any reason, that provision shall be considered severable and shall not affect the validity and enforceability of the remaining provisions.

- (5) The invalidity of a provision does not affect the validity of the remaining provisions of the contract. In such a case, the invalid provision shall be replaced by a valid provision that most closely reflects the intent and purpose of the invalid provision.