

General Business Terms and Conditions for Consumers
for Orders through the Online Shop www.hqg.de

Section 1

Field of application

The following business terms and conditions apply for all contracts concluded by us (*Lindnerhof-Taktik GmbH, Isarring 3, 83661 Lenggries, Germany, represented by the Managing Directors Josef Sixt entered in the commercial register of the Munich District Court under HRB 191873*) with consumers through our online shop under the Internet address www.hqg.de. A consumer in terms of these business terms and conditions is any natural person pursuant to Section 13 of the German Civil Code (BGB) who concludes a legal transaction for purposes that cannot be assigned primarily to their commercial or freelance occupational activities.

Section 2

Conclusion of the contract

1. The presentation of goods in our online shop is subject to change without notice and does not constitute an offer in the legal sense. It is a request for the customer to submit a binding offer to us. By clicking the “*Add to cart*” button, the customer can put the respective goods into the virtual shopping cart. This process is not binding and does not constitute a contract offer. Before an order is submitted, the contents of the order including the customer data are summarised on an overview page. Here the customer can correct all order data using the modification fields provided. By checking off the field “*I accept the general business terms and conditions*”, the customer acknowledges that only these business terms and conditions are applicable for the legal relationship with us. By clicking the “*Order and pay*” button, the customer submits a binding offer to us for the conclusion of a purchase contract. Subsequently the customer receives an automatically generated e-mail from us confirming receipt of the order by us and reproducing its details (order acceptance). This order acceptance does not constitute acceptance of the

contract. A contract is only concluded by sending an order confirmation or delivering the goods. The customer can print or save ("*Save as PDF*") these general business terms and conditions at any time using the print function of the customer's web browser. We store the contract text for our own purposes upon conclusion of the contract.

The customer can also print or save ("*Save as PDF*") the contents of the order immediately after it is submitted using the print function of the customer's web browser. As a registered user, the customer can also view the contents of the order at any time using the "*Login*" > "*My Account*" function. Furthermore, we shall provide the customer with the contract terms and conditions including these general business terms and conditions in text form after the customer places the order and no later than with delivery of the goods.

2. The customer affirms that all information provided by the customer with the order and/or in the course of registration in the online shop (such as name, address, e-mail address, bank details and so on) is truthful and accurate. We must be notified promptly in case of changes.
3. The exclusive contract language is German.
4. We only deliver our goods to customers in the Federal Republic of Germany and in German-speaking regions.

Section 3

Prices, shipping costs

1. The prices published in our online shop at the time of ordering shall apply. Prices on our website are total prices including VAT as required by law.
2. Shipment is at the customer's expense. An overview of shipping options and the resulting shipping costs can be obtained at any time on the "*Shipping Costs*" information page. The shipping costs are available to the customer again at any time in the shopping cart where they are displayed before the order is placed.

Section 4

Payment

1. Payment is generally in advance, COD or using the payment service provider "PayPal", at the discretion of the customer. Starting with the fourth order, we offer customers with a corresponding credit rating the option of delivery with subsequent payment by invoice. However, we reserve the right in any case to only make a COD delivery (immediate payment on delivery). If it becomes known to us after the conclusion of the contract that payment of the purchase price is at risk due to the customer's financial situation, we have the right to demand payment in advance or, if payment has not been made after a period of grace has expired, to withdraw from the contract. However, the customer has the right to avert these consequences by providing security.
2. If the customer elects to pay by invoice after the conditions pursuant to paragraph 1 are met, we may check the customer's creditworthiness after we receive the order. We may commission third parties for this purpose, subject to compliance with the applicable data protection provisions (Section 10). Insofar the customer consents to the transfer of personal data to the third party commissioned by us, as required to check the customer's creditworthiness for the respective order, subject to compliance with the applicable legal regulations for data protection. Refer to Section 10 regarding the details of our data protection provisions.
3. The purchase price is due on delivery with no deductions.
4. In case of delayed payment by the customer, we have the right to charge late payment interest at the rate of 5 percentage points above the respective prime rate (Section 247 BGB). We reserve the right to provide proof of higher damages.
5. In case of delayed payment or other obvious indications of credit unworthiness, all other amounts receivable from the customer come due immediately.
6. The customer only has a right to set-off with claims that are not disputed by us, or have been legally established against us or are ready for a decision. Counter claims arising from the same contractual relationship are expressly exempt from the preceding

exclusion of set-off. The customer is only entitled to exercise a right of retention insofar as the customer's counter-claim arises from the same contractual relationship.

Section 5

Delivery

1. We have the right to make partial deliveries to a reasonable extent. No additional shipping costs are incurred by the customer in case of partial performance at our discretion. Pursuant to Section 3, Paragraph 2, additional shipping costs are only incurred in case of partial delivery by the express request of the customer.
2. If the ordered goods are not available because they were not delivered on time or correctly (including short shipments) by our (sub-)supplier for reasons beyond our control, notwithstanding a delivery contract for the ordered goods concluded with the (sub-)supplier, we reserve the right to refrain from delivering. In this case we obligate ourselves to promptly inform you of the non-availability of the ordered goods and to promptly refund compensation (payments) already received from you.
3. Delivery is within the term specified for the respective product. The delivery term begins with the receipt of payment, by advance payment or using the payment service provider "PayPal", on the day after the payment is credited to our account, or in case of COD shipments or payment by invoice, on the day after the contract is concluded. If the last day of the delivery term falls on a Saturday, Sunday or statutory holiday at the place of delivery, the delivery term ends on the next following working day.
4. In case of failure to meet deadlines due to force majeure such as mobilisation, war, unrest or similar, or events beyond our control such as strikes or lockouts, the respective deadlines are extended by the duration of the aforementioned event or its effects.
5. We can assert our legal rights in case of unjustified non-acceptance or unjustified withdrawal by the customer. If we make a claim for compensation, the amount shall be 10% of the purchase price. The compensation amount shall be higher or lower if we provide proof of higher damages or the customer provides proof that lower or no damages at all were incurred.

Section 6**Right of withdrawal****Instructions to exercise the right of withdrawal*****Right of withdrawal***

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

The withdrawal period is fourteen days from the day you or a third party named by you, other than the carrier, takes possession of the goods.

To exercise your right of withdrawal, you have to inform us (*Lindnerhof-Taktik GmbH, Isarring 3, 83661 Lenggries, Germany, Telephone: +49(0)8042/50390-0, Fax: +49(0)8042/50390-99, E-mail: info@hgg.de*) by means of an explicit declaration (for example a letter sent by mail, by fax or e-mail) of your decision to withdraw from this contract. You may use the attached sample withdrawal form but this is not mandatory.

To exercise the right of withdrawal, it is sufficient for you to send the notice that you are exercising the right of withdrawal before the end of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we are obligated to promptly return to you all payments we have received from you including the delivery costs (with the exception of additional costs incurred because you chose a delivery method other than the least expensive, standard delivery offered by us) no later than within fourteen days from the date on which the notice of withdrawal from this contract is received by us. For said repayment, we shall use the same means of payment you used for the original transaction unless anything different was expressly agreed with you. In no case will you be charged any fees for said repayment. We may refuse repayment until the goods have been returned to us or until you provide proof that you have sent back the goods, whichever occurs sooner.

You are obligated to return or hand over the goods to us promptly and in any case no later than within fourteen days from the date on which you notify us of withdrawal from this contract. This deadline is considered met if you send the goods before the

end of the fourteen-day term. The direct costs for returning the goods are borne by you. You are only responsible for any loss in the value of the goods if this loss in value is due to the handling of the goods by you in a manner that is not required to verify the condition, characteristics and functionality of the goods.

Section 7

Retention of title

1. We retain ownership of the goods until they are paid in full.
2. The customer is obligated to treat the goods with care until title has passed to the customer. As long as title to the goods in the customer's possession has not passed to the customer and maintenance and inspection work needs to be performed on the goods, the buyer is obligated to have said work performed in a timely manner at the buyer's expense.
3. In case of third-party access to the goods subject to retention of title, the customer is obligated to notify us in writing promptly upon becoming aware of said circumstances. The customer is liable for all costs incurred to revoke said access, in particular for the court and out-of-court costs due to initiating third-party proceedings insofar as reimbursement of the costs cannot be obtained from the respective third party.

Section 8

Claims for defects

1. In principle, the applicable legal regulations shall apply in case of a material defect of a purchased item. This means that the customer may first demand supplementary performance, that is additional delivery or the rectification of defects. Provided the remaining legal conditions are met, the customer is entitled to an abatement of the purchase price or to withdraw from the contract.
2. All claims for defects expire two years after delivery.

3. If the customer submits notice of a defect that does not exist according to an inspection by us or a third party commissioned by us, and the customer was aware of the non-existence of the defect or was in error about the defect due to gross negligence at the time that notice of the defect was submitted, the customer is obligated to compensate us for the damages incurred by us. The customer has the right to provide proof that the reported defect does exist. Within the scope of the preceding provisions, we have the right to demand reimbursement from the customer in particular for costs incurred by us, for example to inspect the item or for repairs requested by the customer.

Section 9

Liability for damages

Our liability for damages is subject to the following disclaimer and limitation of liability without prejudice to other legal conditions of entitlement.

1. We are liable in case of intent or gross negligence on our part. In case of simple negligence, we are only liable for violations of obligations that are essential to make proper contractual performance possible in the first place and for which the contractual partner may regularly rely on compliance (material contractual obligation). Otherwise liability for damages of any kind is excluded regardless of the basis for the claim, including liability for default upon conclusion of the contract.
2. Insofar as we are liable for simple negligence pursuant to Paragraph 1, our liability is limited to the damages we could typically foresee according to the circumstances that were known upon conclusion of the contract.
3. The preceding disclaimer and limitation of liability does not apply if we have guaranteed the condition of the goods or maliciously concealed a defect, nor for damages subject to mandatory compensation pursuant to the Product Liability Act, nor for death, physical injury or the impairment of health, nor for statutory rights.

4. The preceding disclaimer and limitation of liability also applies in favour of our employees, assistants and other third parties employed by us for the performance of the contract.
5. The preceding provisions do not shift the burden of proof to the detriment of the customer.

Section 10

Data privacy

1. We collect and store customer data required for the processing of business transactions. We observe the applicable legal provisions for the processing of the customer's personal data. For details see the *Data Privacy Statement* available on our website.
2. By request the customer is provided with information at any time about the customer's stored personal data.

Section 11

Applicable law

These business terms and conditions and the overall legal relationship between us and our contractual partners are subject to the laws of the Federal Republic of Germany, under exclusion of the reference provisions of international civil law and under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The preceding choice of law clause does not affect the mandatory consumer protection provisions pursuant to Article 6, Paragraph 2, Sentence 2 of Regulation 593/2008/EC (Rome I) granted to a customer on the basis of mandatory regulations or case law in the customer's country of residence insofar as the customer's country of residence is not identical to our country of residence; said mandatory consumer protection provisions in favour of the customer are therefore not restricted by the choice of law pursuant to Section 11, Sentence 1.

Section 12

Final provisions

1. This contract contains all agreements between the parties regarding the object of the contract. There are no verbal subsidiary agreements.

2. Should individual provisions of this contract be or become ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected. Omitted or ineffective provisions of this contract are deemed to be replaced by statutory law (Section 306, Paragraph 2 BGB). Insofar as such statutory law is not available in the respective case (gap) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the omitted or ineffective provision with an effective provision that comes as close as possible to the original economic intent.

Section 13

Provider identification, service address

Our service address for complaints, objections and other declarations of intent is:

Lindnerhof-Taktik GmbH

Represented by the Managing Directors: Josef Sixt

Isarring 3

83661 Lenggries, Germany

HQG High Quality Gear is a trademark of Lindnerhof-Taktik GmbH.

Internet: <http://www.hqg.de>

E-mail: info@hqg.de

Telephone: +49(0)8042 - 50 390 - 0

Fax: +49(0)8042 - 50 390 - 99

Commercial register entry: Munich District Court, HRB 191873

Responsible chamber: Munich Chamber of Industry and Commerce

VAT ID number pursuant to Section 27 a) of the VAT Act (UStG): DE281263071

Section 14

Information about the online platform for the out-of-court settlement of consumer law disputes

The European Commission has set up an online arbitration platform for the out-of-court settlement of consumer law disputes regarding contractual obligations arising from online purchase contracts/online service contracts, which can be utilised by customers (as consumers). The platform is accessible under <http://ec.europa.eu/consumers/odr/>

Our e-mail address is: info@hqq.de .

Attachment:

Sample withdrawal form

(If you want to withdraw from the contract, please fill out this form and return it to us.)

- **to Lindnerhof-Taktik GmbH, Isarring 3, 83661 Lenggries, Germany, Fax: +49(0)8042/50390-99, E-mail: info@hqq.de:**
- **I/we(*) hereby withdraw from the contract concluded with 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 for notice on paper)**
- **Date**

(*) Cross out what does not apply.