

General Terms and Conditions of WONDA swim UG (haftungsbeschränkt)

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1. General, Customers, Language

(1) All offers, sales contracts, deliveries and services made on the basis of orders by our customers (each, a „Customer “) through our online shop www.wondaswim.com (the „Online Shop “) shall be governed by these general terms and conditions of sale (the „General Terms and Conditions “).

(2) The product offerings in the Online Shop are directed to both Consumers and Business Customers (as defined below), but in each case only to end users. For the purpose of these General Terms and Conditions, (i) a „Consumer “ is any individual entering into the contract for a purpose not related to his or her business, trade or self-employed professional activity (Sec. 13 of the German Civil Code), and (ii) a „Business Customer “ is an individual, company or partnership vested with legal capacity who enters into the relevant contract in the conduct of its business or its self-employed professional activity (Sec. 14 (1) of the German Civil Code).

(3) Standard business conditions of the Customer do not apply, regardless of whether or not we expressly object to them in a particular case.

(4) Our contracts with the Customer shall be made exclusively in the English language.

(5) Downloadable products such as e-books underlie exceptional terms and conditions as written in chapter 13 of this document.

2. Conclusion of Contract

(1) Our offerings in the Online Shop are non-binding.

(2) By placing an order in the Online Shop, the Customer makes a binding offer to purchase the relevant product. The offer will remain open for acceptance by us for a period ending at the end of the third business day following the day of the offer.

(3) Without undue delay upon receipt of the order, we will send to the Customer by e-mail a confirmation of receipt, which shall not constitute an acceptance of the order. The order shall be deemed to be accepted by us either upon subsequent (e-mail) acceptance of the order or by dispatching the product. The sales contract with the Customer shall not become effective until our acceptance.

(4) Any Customer who is a Consumer shall be entitled to revoke the offer and return the product in accordance with the cancellation policy in Section 11.

3. Prices and Payment

(1) Our prices include statutory VAT and shipping costs within the European Union. Any customs duties and similar public charges shall be borne by the Customer.

(2) Unless expressly otherwise agreed by us, all shipments by us shall require advance payment (to be made in the manner specified in our order form made available in the Online Shop).

(3) In the event that we have agreed to payment after delivery, our invoices shall be due and payable by the Customer within 14 business days upon receipt by the Customer of the product and the invoice.

(4) The Customer shall have no right of set-off or retention, except to the extent that the counterclaim has not been disputed by us or been determined by a final and binding decision.

4. Date of Dispatch of the Product, Sell off, Partial Delivery

(1) Any period for the dispatch of the product, specified by us at the time of the order or as otherwise mutually agreed upon, shall begin (a) upon receipt by us of the full purchase price (including VAT and shipping costs) if payment in advance has been agreed (b) upon conclusion of the sales contract if payment after delivery has been agreed upon. The date of dispatch shall be such day on which the product is handed over by us to the carrier.

(2) Any time period for the dispatch of the product specified by us shall be only approximate and may therefore be exceeded by up to two business days, except if a fixed date of dispatch has been agreed upon. Unless a time period or date of dispatch has been specified or agreed upon, we shall be required to dispatch the product within a period of five business days.

(3) Regardless of whether any product is indicated on the order form as „in stock “, we may sell such product at any time, provided that an agreed advance payment is not received by us within a period of five business days upon our acceptance of the order. In such case, we shall only be obligated to dispatch the product within the relevant time period (as agreed upon or specified by us) as long as stock lasts; otherwise, a three-week period shall apply.

(4) In the event that our supplier fails to deliver in a timely manner a product that has been indicated on the order form as „not in stock “ or has been sold off in

accordance with subsection 3 above, any applicable period for dispatch shall be deemed to be extended until delivery is made by our supplier plus an additional period of three business days, but in no event by a period exceeding three weeks; provided, in each case, that

- our supplier's failure to timely supply the products is not a result of our fault or negligence and
- we have ordered the relevant product from the supplier prior to conclusion of the sales contract (or, in case of subsection 3, the time of the sell-off) in such a timely manner that under normal circumstances a timely delivery could reasonably be expected.

In the event that the product is no longer available for a reason not attributable to us or cannot be timely delivered despite our timely order, we shall be entitled to terminate the sales contract. We shall without undue delay inform the Customer of the non-availability of the product and, in case of a termination, promptly reimburse the Customer any payments made to us.

(5) If the Customer has purchased, through the same order, several products that can be used separately, we may dispatch those products in separate deliveries, provided that we shall bear any additional shipping costs. The Customer's statutory rights in relation to the timely and proper delivery shall not be affected thereby.

5. Type and Time of Shipment, Insurance and Passing of Risk

(1) Unless expressly otherwise agreed upon, we shall be free to determine the appropriate mode of shipment and to select the carrier at our reasonable discretion.

(2) We shall only be obliged to properly and timely deliver the product to the carrier and shall not be responsible for any delays caused by the carrier. Any transit time (i. e. the time between the delivery by us to the carrier and the delivery to the Customer) specified by us shall therefore only be non-binding.

(3) If the Customer is a Consumer, the risk of accidental destruction, damage or loss of the delivered product shall pass to the Customer upon delivery of the product to the Customer or upon the Customer's default of acceptance. In all other cases, if

our obligation is limited to the dispatch of the product, such risk shall pass to the Customer upon delivery of the product by us to the carrier.

6. Retention of Title and Resale

(1) We retain legal title to any product supplied by us until the purchase price (including VAT and shipping costs) for such product has been fully paid.

(2) The Customer shall not be entitled to transfer title to any products delivered by us which are under retention of title ("Retained Goods "), except with our prior written consent. The Customer may, however, dispose of its legal position (so called expectant) right in relation to the Retained Goods, provided that the third party is made aware of our title rights.

(3) The Customer shall treat the Retained Goods with due care.

(4) In the event that any third party, in particular in connection with any enforcement, seeks to take control of the Retained Goods, the Customer shall make aware the third party of our title right and shall without undue delay notify us in order to enable us to enforce our rights.

(5) In case of a payment default by the Customer, we may require the Customer to surrender the Retained Goods to us, as soon as we have terminated the contract.

7. Warranty

(1) In the event of a defect of the delivered product, the Customer has warranty rights according to Sec. 437 of the German Civil Code.

(2) If the delivered product is defect, the Customer shall be entitled to request from us to repair the defect or to supply another product (as ordered) which is free from defects. Notwithstanding the foregoing, if the Customer is a Business Customer, we shall have the right to choose between any such remedies at our discretion, provided that such choice shall be made by us by written notice (in „text form “, including by telefax or by e-mail) within a period of three business days following receipt of the Customer’ s notice of the defect.

(3) If remediation pursuant to subsection 2 fails or cannot reasonably be expected from the Customer or we refuse to remedy the defect, the Customer shall be entitled to terminate the sales contract, reduce the purchase price or claim

damages or frustrated expenses, in each case in accordance with applicable law; provided, however, that damage claims of the Customer shall be subject to the provisions contained in Section 8 of these General Terms and Conditions.

(4) The warranty period shall be two years upon delivery of the Product.

(5) With regard to Business Customers only, the following shall apply: The Customer shall promptly upon delivery inspect the product with due care. The delivered product shall be deemed to be approved by the Customer unless the defect is notified to us (i) in case of any obvious defects within a period of five business days upon delivery or (ii) otherwise within five business days from the day when the defect has been identified.

8. Liability

(1) Our liability for late delivery shall, except in cases of willful misconduct or gross negligence, be limited to the foreseeable and for this type of contract typical damages.

(2) We shall not be liable (on whatever legal grounds) for damages which may not reasonably be foreseen, assuming a normal use of the product. The foregoing limitations of liability shall not apply in cases of willful misconduct or gross negligence.

(3) The provisions of this Section 9 shall not apply with respect to our liability for a breach of a duty, that enables the duly conduct of the contract and that the customer can usually rely upon to be complied with, or guaranteed product specifications (within the meaning of Sec. 444 of the German Civil Code), personal injury or under the German Product Liability Act.

9. Data Protection

We may save and process any data relating to the relevant orders only to the extent permitted under applicable law. Details are set out in the privacy policy available on our website.

10. Copyright

Images, movies and texts in the Online Shop are protected by copyright. Any use of the images, movies and texts is not permitted without our express consent.

11. Cancellation Policy

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (*WONDA swim UG (haftungsbeschränkt), Oesterleystraße 76, 22587 Hamburg, Germany*) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract)

- To

WONDA swim UG (haftungsbeschränkt)

Oesterleystraße 76

22587 Hamburg

Germany

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

- Ordered on (*)/received on (*),

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(*) Delete as appropriate.

12. Applicable Law and Competent Courts

(1) Any contracts entered into between us and the Customer shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of laws provisions. If the Customer is a Consumer and has his or her habitual residence in another country, the Customer shall, however, continue to have the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law applicable in the state of the Customer's habitual residence.

(2) If the Customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business (*Kaufmann* within the meaning of Sec. 1 (1) of the German Commercial Code) or is a legal entity or special fund organized under public law, the courts in Hamburg, Germany shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract. In all other cases, we or the Customer may file suit before any court of competent jurisdiction under applicable law.

(3) Dispute resolution: The EU Commission has created an internet platform for the online settlement of disputes. The platform serves as a point of contact for out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at:

<http://ec.europa.eu/consumers/odr> . We are neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board.

13. Terms and conditions for downloadable products

(1) The customer is granted a non-exclusive license to download 'downloadable products' that are made available by WONDA to the customer only for personal purposes once the customer has paid the required fee. Except as expressly permitted in this Agreement, the customer may not use, copy, decompile, reverse engineer, disassemble, modify, rent, lease, loan, sub-license, distribute or create derivative works based upon the 'downloadable product' in whole or part or transmit it over a network.

(2) The customer shall not remove any copyright notices or other proprietary notices from the 'downloadable product'.

(3) Except as expressly stated herein this Agreement does not grant the customer any intellectual property rights and all rights not expressly granted herein are reserved by WONDA.

(4) WONDA shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by the customer or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the 'downloadable product', any information contained in it. In particular, neither WONDA nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission within the 'downloadable product', or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

(4) Downloadable products are not eligible for return.