

ISSF Online Shop - Terms and Conditions

Article 1 General

- (1) The following Terms and Conditions shall apply to all contracts concluded via the ISSF Online Shop between the International Shooting Sport Federation (“ISSF”) and the customer.
- (2) The Terms and Conditions apply to all customers irrespective of whether they are a consumer, entrepreneur or other legal entity.
- (3) All agreements made between the ISSF and the customer regarding the sale contract shall arise particularly from the following Terms and Conditions, an order confirmation in written form and/or a letter of acceptance.
- (4) The Terms and Conditions apply in the version which is most recent at the time when entering into a contract.
- (5) Different terms and conditions of the customer are not accepted. This shall also apply where ISSF has not explicitly rejected inclusion of the customer’s terms and conditions.

Article 2 Conclusion of the Contract

- (1) The presentation and advertising of goods on the website of the ISSF Online Shop shall not be a binding offer to conclude a contract.
- (2) By submitting an order via the ISSF Online Shop by clicking “Complete your order“ the customer makes a legally binding order. The customer is bound to the order for the duration of two (2) weeks after placing the order; the customer’s right under Article 3 to withdraw shall not be affected.
- (3) ISSF will confirm receipt of an order made via the ISSF Online Shop by e-mail. An acceptance, including a copy of the order and these Terms and Conditions, will be sent to the customer by additional email. A binding contract will not be formed until ISSF accepts an order explicitly or delivers the ordered goods.
- (4) If the delivery of the ordered goods may not be possible, for instance because the relevant goods are not in stock, ISSF will refrain from accepting the order. In this case, the contract will not be concluded. ISSF will inform the customer and reimburse any and all of the received payments made by the customer in relation to that order.

Article 3 Right of Withdrawal

- (1) Consumers (i.e. natural persons purchasing an item for personal use) are entitled to a right of withdrawal.
- (2) The following regulations shall apply for the right of withdrawal:

Right of Withdrawal:

- i. The customer has the right to withdraw from this contract within 14 days without giving any reasons.
- ii. The withdrawal period will expire after 14 days from the day on which the customer acquires, or a third party other than the carrier and indicated by the customer acquires, physical possession of the goods.
- iii. To exercise the right of withdrawal, the customer must inform the International Shooting Sport Federation – ISSF, Bavariaring 21, 80336 Munich, Germany; Fax: +49-89-54435544; email: munich@issf-sports.org of his/her decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).
- iv. The customer may use the attached model withdrawal form (see Annex 1), but it is not obligatory.
- v. To meet the withdrawal deadline, it is sufficient for the customer to send his/her communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal:

- i. If the customer withdraws from this contract, ISSF shall reimburse all payments received from the customer, including the costs of delivery (with the exception of the supplementary costs resulting from the customer's choice of delivery other than the least expensive type of standard delivery offered by ISSF), without undue delay and in any event not later than 14 days from the day on which ISSF is informed about the customer's decision to withdraw from this contract. ISSF will carry out such reimbursement using the same means of payment as the customer used for the initial transaction, unless the customer has expressly agreed otherwise; in any event, the customer will not incur any fees as a result of such reimbursement.
- ii. ISSF may withhold reimbursement until it has received the goods back or the customer has supplied evidence of having sent back the goods, whichever is the earliest.
- iii. The customer shall send back the goods or hand them over to ISSF, without undue delay and in any event not later than 14 days from the day on which he/she communicates withdrawal from this contract to ISSF. The deadline is met if the customer sends back the goods before the period of 14 days has expired.
- iv. The customer will have to bear the direct cost of returning the goods.
- v. The customer is 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.

The right of revocation does not apply in case of:

- i. delivery of goods which are pre-fabricated and have been manufactured on the basis of a personal choice or according to customer specifications, or of goods which have clearly been tailored to the customer's personal requirements.
- ii. delivery of sealed goods which are not suitable to be returned for reasons relating to health protection or hygiene if their seal has been removed after delivery.
- iii. delivery of audio or video recordings or computer software in sealed packaging if the seal has been removed after delivery.
- iv. delivery of newspapers, journals or magazines, excluding subscriptions.
- v. in other cases in accordance with section §312g(2) of the German Civil Code (BGB).

Annex 1

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

To:

*International Shooting Sport Federation – ISSF
Bavariaring 21, 80336 Munich, Germany*

Fax: +49-89-54435544

email: munich@issf-sports.org.

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

End of the withdrawal instructions.

Article 4 Delivery Time and Delay in Delivery

- (1) The delivery time shall be agreed individually or indicated by ISSF when accepting the order. Goods in stock will usually be sent within three working days after conclusion of the contract. In any case ISSF aims to send goods as quickly as possible.
- (2) If ISSF is unable to meet delivery dates for reasons outside ISSF's responsibility (non-availability of goods) ISSF shall notify the customer immediately and inform them of the estimated new delivery date. If the service is not available within the new delivery deadline either ISSF shall be entitled to cancel the contract in full or in part; in that case ISSF shall return payments already made by the customer immediately. The non-availability of goods in this sense includes ISSF suppliers failing to deliver goods in time, if ISSF is not responsible for such delay.
- (3) The customers' rights according to Article 8 of these Terms and Conditions and our legal rights especially if a party is no longer obliged to perform its obligations (e.g. impossibility or unreasonableness of performance and/or supplementary performance) shall not be affected.

Article 5 Shipment, Passing of a Risk

- (1) Unless expressly agreed otherwise, ISSF shall be free to determine the appropriate mode of shipment and to select the carrier at its reasonable discretion.
- (2) ISSF 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 times specified by ISSF shall therefore only be non-binding estimates.
- (3) If the customer is a consumer (see Article 3(1) above), 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, such risk shall pass to the customer upon delivery of the product by ISSF to the carrier.
- (4) ISSF shall be entitled to partial deliveries, as far as those are reasonable to the customer.

Article 6 Prices and Terms of Payment

- (1) Statutory VAT will be added to prices for orders made in Germany and the European Union. If the VAT rate is changed, prices will be adjusted accordingly. Postal costs shall be added to the order value.
- (2) Unless expressly agreed by ISSF, all shipments shall require advance payment (to be made in the manner specified in the order form).
- (3) The online payment service PayPal is available free of charge for the customer. For paying with PayPal the customer needs a separate PayPal-account, further information can be found on www.paypal.com.
- (4) The customer may also pay by bank transfer to the ISSF bank account at Hypo Vereinsbank München (Munich) stated on the order confirmation. After receipt of payment, ISSF will send the

goods as quickly as possible. If payment by the customer is not received within 14 days of the date the contract is concluded, the order shall be canceled.

Article 7 Retention of Ownership and Resale

- (1) ISSF retains legal title to any product supplied by it until the purchase price (including VAT and shipping costs) for such product has been fully paid.
- (2) The customer shall not be entitled to resell any products delivered by ISSF which are under retention of title, except with ISSF's prior written consent.

Article 8 Warranty

- (1) In the event of a defect of the delivered product, the customer shall be entitled to request from ISSF to repair the defect or to supply another product (as ordered) which is free from defects. Notwithstanding the foregoing, if the customer is not a consumer, ISSF shall have the right to choose between any such remedies at ISSF's discretion, provided that such choice shall be made by ISSF by written notice (including fax or email) within a period of three business days following receipt of the customer's notice of the defect. ISSF may refuse to remedy a defective product in the manner requested by the customer if such remedy would result in unreasonable costs.
- (2) If the remedy (supplementary performance) pursuant to Article 8(1) fails or cannot reasonably be expected from the customer or ISSF refuses to remedy the defect, the customer shall be entitled to terminate the 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 9 of these Terms and Conditions.
- (3) The warranty period shall be two years upon delivery of the product if the customer is a consumer or otherwise twelve months upon delivery of the product.
- (4) With regard to customers who are not consumers 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.
- (5) Any additional guarantees for certain goods provided by ISSF or manufacturer's warranty for certain goods complement claims because of defects as provided for above. Details about the extent of such guarantees arise from the terms of the guarantee provided with the goods.

Article 9 Liability

- (1) In the case of slight negligence, ISSF shall only be liable for the violation of duties which are material for the contract (cardinal duties), especially such duties that are intended to be imposed on ISSF by contract pursuant to its content and purpose or whose fulfilment enables proper execution of the contract and on whose compliance the Customer relies or may rely under normal circumstances. The liability shall be limited to the foreseeable damage typical for such contracts upon the conclusion of the contract.

- (2) The personal liability of ISSF's legal representatives, employees or vicarious agents for damage caused by them through slight negligence is also restricted to the extent described in the clause above.
- (3) The liability of ISSF for malicious silence regarding a defect, under the assumption of a warranty or under a procurement risk and under the Product Liability Act shall not be affected. The limitations of liability set out in this section do not apply in the event of an injury to life, limb and health.

Article 10 Intellectual Property Rights

- (1) ISSF retains the copyright to all pictures, films and articles published in the ISSF Online Shop. Usage of these pictures, films and articles is not permitted without our specific consent.
- (2) The customer is granted the non-exclusive right to use any software delivered with the product for use in connection with the product.
- (3) The customer shall have no right to make copies of the software, except for the purpose to use the software or for back-up purposes.

Article 11 Data Storing

- (1) ISSF may save and process data relating to the customer in line with the ISSF Data Protection Policy, to the extent necessary for the purpose of the execution and implementation of the sales contract and as long as ISSF is required to keep such data in accordance with applicable law.
- (2) ISSF shall not make available any personal data of the customer to other third parties without the express consent of the Customer to the extent outlined in the ISSF Data Protection Policy, except that a disclosure is required under applicable law.

Article 12 Applicable Law and Jurisdiction

- (1) The laws of the Federal Republic of Germany shall apply with the exception of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of laws provisions.
- (2) If the customer is not a consumer and at the time of the order its headquarters are in Germany, the exclusive legal venue shall be Munich. In all other cases the applicable statutory provisions shall apply to local and international jurisdiction.

Article 13 Identification of the Supplier

International Shooting Sport Federation – ISSF, Bavariaring 21, 80336 Munich, Germany represented by its Secretary General, Mr. Franz Schreiber, VAT ID No.: DE129517043.

As of: October 2015

ISSF Data Protection Policy

For ISSF the careful handling of the customers' personal information is very important. For this reason ISSF appreciates the trust of the customers in ISSF to handle this data diligently. With this statement the customer declares his/her approval that ISSF is allowed to retrieve, process and use the following personal data for the reasons mentioned below. This approval can be withdrawn at any time with effect for the future. If ISSF decides to alter the ISSF Data Protection Policy, ISSF will publish these alterations on this website. On this site the customer is always able to check how personal data is used by ISSF.

Who is responsible?

International Shooting Sport Federation, Bavariaring 21, 80336 Munich, registered in the register of the local court Munich with the register no. VR 10152.

Which information is collected?

When the customer places an order, ISSF has to ask for the customer's name, e-mail address, and shipping address. Only with this information ISSF can process and fulfill the order. Information given by the customer can help ISSF to personalize and steadily improve the customers' use of the range of service provided by ISSF.

How is this information used?

ISSF uses this information for the processing of orders, the shipment of goods, to provide services as well as to complete the payment. Furthermore, ISSF uses this information to communicate with the customer about orders, products, services and marketing offers (e.g. communication via e-mail) as well as to update data material and to maintain and update customer accounts. As soon as the customer gets in contact with ISSF, ISSF receives and stores certain information. Among others, ISSF uses – as well as many other websites – so called “cookies” and receives certain information, as soon as the customer's web browser opens the ISSF website.

What are „cookies“?

Cookies are small information saved on your hard disk. On the ISSF Online Shop cookies are used to ensure a smooth functionality of the shopping cart and thus convenient shopping. This will ensure that addressee and preselection can be assigned to each other.

ISSF cookies use the following data:

- ISSF awards a unique ID (identity key) to each customer when he/she fills the shopping cart.
- This ID serves solely to assign a shopping cart to a customer.
- This is necessary to establish a clear link between the customer and the shopping cart.

Usage of customer information

When the customer uses the ISSF Online Shop, ISSF will treat the customer's information strictly confidential. In the ISSF system ISSF will only store the customer's address as well as order-related and legally authorized data.

Subject to the following exceptions ISSF will not forward or sell any customer information to third parties. Received information is forwarded to third parties solely to the following extent:

- Service providers: ISSF commissions other companies and individuals to perform services to customers, including package delivery, sending of letters or e-mails, the maintenance of the customer lists, analysis of the databases, advertising measures, payment transactions (credit card and purchase on account), as well as customer service. These service providers have access to personal information which is needed in order to fulfill their duties. They may not use them for other purposes. In addition, they are required to treat this information according to this Data Protection Policy and German data protection laws.
- Legal obligation and protection of interests: ISSF releases customer account and personal customer data, only when it is legally obliged to do so or if disclosure is necessary under the ISSF Terms and Conditions or other agreements or to protect its rights and those of its customers. This includes a data exchange with companies who specialize in preventing and minimizing misuse and credit card fraud. It is explicitly stated that this information is not passed on to these companies to be used for any kind of business contradicting this Data Protection Policy.
- With the customer's consent: In all other cases, ISSF will inform the customer about personal information that is supposed to be transmitted to a third party and thus give the customer the possibility to approve such use.

In all cases of exchange of personal information within the above mentioned limits with third parties residing outside the European Economic Community (EEC) ISSF will make sure that the exchange of information is in accordance with this Data Protection Policy and with the German data protection laws.

How safe is customer information with ISSF?

In order to guarantee the safety of our information upon transferal ISSF uses Secure Sockets Layer Software (SSL). This software encodes the information that is conveyed by the customer. ISSF encrypts all data with the safety certificate SSL. In the encryption process, the characters the customer enters are converted into a code that can be safely transmitted through the internet.

This information is encrypted:

- Personal data (address, telephone number etc.)
- Selected method of payment

As of: October 2015