

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 or an entrepreneur. A consumer is a natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.
- (3) The Terms and Conditions apply in the version in force at the time when the customer makes a legally binding order.
- (4) 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 clicking “complete your order” the customer makes a legally binding order with regard to the article(s) in its shopping bag. The customer’s right of withdrawal under Article 3 shall not be affected.
- (3) ISSF will confirm receipt, by automatic e-mail, of any order made via the ISSF Online Shop. If the ISSF accepts the customer’s offer, such acceptance, including a copy of the order and these Terms and Conditions, will be sent to the customer by additional e-mail. A binding contract will not be formed until ISSF accepts an order by such e-mail or delivers the ordered goods.
- (4) The contract will be concluded in the English language.
- (5) 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 are entitled to a right of withdrawal.
- (2) The following regulations shall apply for the right of withdrawal:

Right of Withdrawal:

- i. The consumer has the right to withdraw from this contract within 14 days without giving any reasons.
- ii. The withdrawal period is 14 days starting with the day on which the consumer acquires, or a third party other than the carrier and indicated by the consumer acquires, physical possession of the goods.
- iii. To exercise the right of withdrawal, the consumer must inform the International Shooting Sport Federation – ISSF, Bavariaring 21, 80336 Munich, Germany; Fax: +49-89-54435544; email: munich@issf-sports.org in text form 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 consumer may also 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 consumer 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 consumer withdraws from this contract, ISSF shall reimburse all payments received from the consumer, including the costs of delivery to the consumer (with the exception of the supplementary costs resulting from the consumer'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 consumer's decision to withdraw from this contract. ISSF will carry out such reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise; in any event, the consumer 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 consumer has supplied evidence of having sent back the goods, whichever is the earliest.
- iii. The consumer 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 consumer sends back the goods before the period of 14 days has expired.
- iv. The consumer will have to bear the direct cost of returning the goods.

- v. The consumer 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 not 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:

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 may be agreed individually or indicated by ISSF when accepting the order. Goods in stock will usually be sent within three working days after payment is received. 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 (e.g. non-availability of goods) ISSF shall notify the customer immediately and inform it of the estimated new delivery date. If the service is not available for reasons outside ISSF's responsibility 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) If the customer is a consumer (see Article 1(2) above), the risk of accidental destruction, damage or loss of the delivered product shall pass to the consumer upon delivery of the product to the consumer or upon the consumer'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.
- (3) 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.
- (5) After receipt of payment, ISSF will send the goods as quickly as possible.

- (6) In case the customer is not a consumer, the customer shall be in default of payment, if the payment is not received within 14 days upon receipt of the invoice.

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 by 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; 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, 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 German Product Liability Act shall not be affected. The limitations of liability set out in this Article 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 Protection

The ISSF is committed to protect your privacy and personal data and to ensure your security when using its services. ISSF strives to be transparent about how it collects and uses your information and to keep your information secure. For information on ISSF's processing of your personal data please refer to the ISSF Privacy Policy which can be found on www.issf.org.

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 (i) is not a consumer, (ii) has its general place of jurisdiction outside Germany and any other EU member state, (iii) has transferred the permanent domicile abroad after these Terms and Conditions take effect or (iv) has an unknown domicile or usual place of residence at the time legal action is taken, the sole place of jurisdiction for all disputes arising from this Terms and Conditions and/or the conclusion of a contract based on it will be Munich, Germany. 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. Alexander Ratner, VAT ID No.: DE129517043.