

TERMS & CONDITIONS
AUSTRALIA
VICE SPORTING GOODS GmbH
(08-01-2016)

These are our general terms and conditions of business. All our services are rendered and deliveries made exclusively on these terms.

1. SCOPE OF APPLICATION

All supplies, services and offers of Vice Sporting Goods GmbH (hereinafter referred to as "**VICE**") are subject to these terms and conditions, unless the parties expressly make a different agreement. The version valid at the date of the conclusion of the contract shall be authoritative.

2. CONCLUSION OF THE CONTRACT

The presentation of goods in the online shop does not represent a binding offer of **VICE**, but a request to you to submit such a binding offer. You can order from our online shop by clicking on the "*buy now*" button to purchase the goods in the shopping cart. Your order constitutes a binding offer to conclude a purchase contract with regard to the goods ordered. **VICE** shall confirm the receipt of your order by e-mail. This confirmation of receipt shall not constitute a binding acceptance of the order. The purchase contract shall come into effect when **VICE** sends you an order confirmation after the receipt of the order or ships the ordered goods to you.

3. NOT ACCEPTANCE AND CANCELLATION RIGHT

VICE expressly reserves the right to cancel your order in the following situations, without being liable for any costs or damages:

- 3.1. The product is temporarily not in stock (all payments will be refunded promptly after consultation with you).
- 3.2. Your account information is not correct or not verifiable.
- 3.3. The offered price was incorrect.
- 3.4. We were not able to deliver to the address you specified.

4. DELIVERY SERVICE

4.1. Within AUSTRALIA

The shipping cost is a flat rate of AUD 7.90 / order.

4.1. General

If the ordered goods despite prior conclusion of a purchase contract are not or no longer available without **VICE**'s fault, **VICE** will immediately inform you about this. In case of delay you are free to wait for the ordered goods or to cancel the contract. In case of impossibility of delivery both parties are entitled to cancel the contract. In case of cancellation your payment will be refunded immediately by **VICE**.

5. PAYMENT SERVICE

All quoted prices include statutory VAT. You can choose which way you would like to pay - by credit card (Mastercard/Eurocard, Visa, American Express), by **paypal** (for more information go to www.paypal.com).

6. REVOCATION

You can revoke your contractual statement in writing within 14 days without stating reasons (e.g. by letter, fax or e-mail back@vicegolf.com) or, if you received the merchandise before the lapse of the above time limit, by sending it back. The time limit starts to run upon the receipt of this notice in writing, but not before the goods have reached the recipient (in the case of recurring deliveries of similar products not before you receive the first partial delivery).

The cancellation period will be deemed not to have been exceeded if the revocation or the goods are mailed in good time.

In order to not exceed the cancellation period the timely mailing of the revocation or the merchandise is sufficient. address the revocation to:

Vice Sporting Goods GmbH

Paul-Heyse-Str. 28

80336 Munich

Consequences of revocation

In the case of an effective revocation, the mutually received performances must be returned and any derived profits (e.g. interest) must also be returned. If you cannot return to us the performance received, in part or in whole, or if you can only return it in worse condition, you are required to offer compensation of equal value. This does not apply when the deterioration of the goods occurred exclusively when examining them, as may have been possible in a retail shop. You can also avoid the obligation to pay compensation if the goods have been damaged through conventional usage, provided that you do not use the goods as if they were your property and refrain from doing anything which could reduce their value. Transportable goods should be sent back at your risk. The obligations to reimburse payments must be fulfilled within 30 days. The time limit begins for you when you send your cancellation or the goods, and for us upon the receipt thereof.

7. WARRANTY

The statutory warranty period is two years and begins when the goods are handed over. During that time we will remedy all defects subject to the statutory warranty at no cost to you. Please report such defects immediately to the delivery personnel or to **VICE**. Obvious defects must be reported within 14 days from receipt of the goods. Initially, you may only claim rectification. If this fails, you may choose between rescinding the contract or a reduction of the purchase price and damage compensation, as far as the law permits. Please keep in mind, however, that normal wear is not covered by warranty. Golf balls, in particular, are subject to enormous strain. If any particular article cannot be delivered, we will send you a replacement which is equivalent with regard to quality and price (a substitute), which can also be returned within 14 days.

7.1. Customized products / logo golf balls

Unfortunately we can not take back golfballs printed especially for you (= logo golf balls)

Please also note that after the printing process, the printed color of the golf ball requires a drying time of up to two weeks. Only then the maximum liability of the color is achieved.

Effects caused by strokes reduce the shelf life and can lead to abrasions of the print.

8. SET-OFF

You only have the right to set-off if your counterclaims have been legally established or are unquestionable.

9. RIGHT OF RESCISSION OF **VICE**

In the event of writing, printing or calculation errors on the website or in catalogues, advertisements or flyers, **VICE** will be entitled to withdraw from contracts based on such errors.

10. RESERVATION OF OWNERSHIP

10.1. Purchases by consumers: we reserve title to the goods until full payment of the invoice amount before.

Purchases by entrepreneurs in commercial or independent professional activity, legal entities under public law or public special assets: We we reserve title to the goods until all outstanding claims from the business relationship with the purchaser are compensated. The appropriate security rights are transferable.

10.2. A right of set off is only available if your counterclaims have been legally established or are undisputed or acknowledged by us. Your right of retention solely applicable if your claim is based on the same contractual relationship.

10.3. If the customer is in default of any payment, all existing debts become due immediately.

11. INFORMATION FOR REDEMPTION OF VOUCHERS / PROMOTION CODES

The redemption of vouchers / promotional codes can solely take place online in the checkout process. Vouchers cannot be used retrospectively, i.e. applied to orders already placed.

Only one voucher per order can be redeemed. Vouchers can **not** be combined.

12. DATA PROTECTION

We will process your personal data in connection with your order. We undertake to treat that data in confidence and not to pass it on to any third parties. Unless you notify us to the contrary, we will assume that you have no objection to receiving information about new **VICE** offers by post or e-mail. See [here](#) for our detailed protection of privacy guidelines.

14. APPLICABLE LAW

The German law is exclusively applicable, to the exclusion of UN sales law. The application of the mandatory norms of the state where the customer has his/her customary place of residence at the time of the conclusion of the contract remains unaffected by this choice. If any one of the above provisions should be or become invalid, it should be replaced with a corresponding provision which is valid and comes as close as possible to the intended meaning of the parties.

15. SEVERABILITY CLAUSE

If one or more provisions of these terms and conditions are invalid or unenforceable, this shall not affect the validity of the remaining terms and conditions. The invalid or unenforceable terms shall be replaced by a terms which come closest to what economically and legally was intended by the parties to the original scheme. This also applies to any contractual loopholes.

16. SUPPLIER IDENTIFICATION

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80336 Munich

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