

# **GENERAL TERMS AND CONDITIONS**

## **of VICE SPORTING GOODS GmbH**

(as of 18 March 2020)

These are the general terms and conditions of Vice Sporting Goods GmbH (hereinafter "**Vice Golf**"). All our deliveries and services are exclusively based on these GTC. Explicitly excluded therefrom are deliveries and services of Vice Sporting Goods, Inc., with application in the USA and Canada.

### **§ 1 Scope**

All deliveries, services, and offers from Vice Golf are made exclusively on the basis of these terms and conditions, unless the parties expressly agree otherwise. The version valid at the time the contract is concluded is decisive.

### **§ 2 Contract conclusion**

The goods and services on the Internet, in brochures, and in advertisements do not constitute a legally binding offer from Vice Golf. It is a prompt to the customer to submit a binding offer to Vice Golf.

The customer can order from Vice Golf via the online shop ([www.vicegolf.com](http://www.vicegolf.com)) by clicking the "Buy" button in the final step of the ordering process (checkout), by telephone, or by fax. In the online shop, a confirmation window pops up with the details of the order before the order process is completed. By ordering the desired goods, the customer makes a binding offer to conclude a purchase agreement. Vice Golf will confirm receipt of the order in text form. This confirmation of receipt does not constitute a binding acceptance of the order. The purchase agreement is only concluded when Vice Golf sends the customer an express order confirmation or sends the ordered goods to the customer.

Vice Golf reserves the right to reject orders from customers in individual cases. In particular, orders can be rejected if the order deviates from the requirements specified by Vice Golf, the customer is not deemed creditworthy or the billing information cannot be verified, we cannot deliver the goods to the address specified by the customer, the desired product is not in stock, or the listed price was incorrect.

### **§ 3 Copyrights**

Vice Golf is not the author of the logos and images shown on its website as customer and print examples. Rather, the author is a partner or customer of Vice Golf, or another third party, who has provided their images and has granted Vice Golf an unrestricted right to use the images. The respective partner has also assured Vice Golf that the described use of the images does not conflict with any copyrights, other property rights, or other third-party rights.

The products sold to the customer may only be used by him/her for private use – indefinitely and internationally. In this regard, commercial resale is prohibited, as well as any reproduction, distribution, provision of public access, modification, and processing of the products.

### **§ 4 Obligations of the customer**

The processing of delivered data and image products of the customer takes place within the framework of a technically automated process without manual pre-checks and correction by Vice Golf. By uploading the files, the customer confirms that they have the right to distribute and reproduce the contents and materials in this file.

The customer guarantees that the content and materials of the sent file do not violate any applicable law. In particular, the customer guarantees

- that there is no material and content sent to Vice Golf that is of a racist nature, that glorifies or incites violence or racism, propaganda, the markings of unconstitutional parties or their substitute organisations, or instructions on how to commit crime, pornographic templates, materials, or

content that are the subject of sexual abuse of children or sexual acts with animals and also no discriminatory statements or representations regarding race, gender, religion, nationality, disability, sexual orientation, or age;

- that no laws pertaining to the protection of minors and criminal laws are violated. This applies, in particular, to the legal regulations of §§ 184 et seqq. StGB (*German Penal Code*) (dissemination of pornography), 185 et seqq. StGB (insult, slander, defamation), and to the provisions of the Interstate Treaty on the Protection of Minors;
- that the documents (especially image and text files), content, and materials which are sent to Vice Golf do not violate any copyrights, trademarks, or other property rights of third parties, as well as general personal rights or any other third-party rights.

## § 5 Delivery

Deliveries are made from the Vice Golf warehouse, unless a different written agreement has been made.

Vice Golf endeavours to meet the delivery times specified on the website. If the ordered goods cannot be delivered within these times, Vice Golf will inform you thereof immediately. In this case, the customer can wait for the ordered goods or, with a reasonable grace period, withdraw from the contract. The obligation to set a grace period does not apply if this is deemed unreasonable for the customer. This is particularly the case if it is a fixed date transaction or if there is no legitimate interest in setting a grace period for compelling legal reasons.

If it is impossible to deliver the goods or there are delivery issues, which are not within Vice Golf's sphere of influence (in particular due to force majeure) and were not culpably caused by Vice Golf, both Vice Golf and the customer are entitled to withdraw from the contract. In the event of a contractual withdrawal, Vice Golf will reimburse you any consideration that you may have already provided.

Orders and other services will only be fulfilled by Vice Golf if there are no outstanding payments from other contracts previously concluded with the customer. Where possible, outstanding claims and interest vis-à-vis the customer will be settled with customer payments in the order of the respective due dates.

Shipping costs:

- Within Germany: € 5.99 per order; free shipping from € 200.00 goods value
- Within the EU (except Germany and Sweden): € 7.99 per order
- Within Sweden: SEK 79.00 per order
- Within Switzerland: CHF 8.99 per order
- Within the UK: £ 4.99 per order
- Within Australia: AUD 14.99 per order
- Within other countries on [www.vicegolf.com/en/](http://www.vicegolf.com/en/) : € 49.99 per order

For shipping, Vice Golf transmits the customer's postal and e-mail address to our shipping service provider for the purpose of delivery as well as the notification of package arrival. This transmission takes place on the basis of § 5 PDSV (*Postal Service Data Protection Directive*) and § 28 para. 1 BDSG (*Federal Data Protection Act*) as part of the shipping order between Vice Golf and the shipping service provider for the purpose of delivery; Vice Golf does not require the consent of the recipient or customer for this purpose. The shipping service provider only processes these data for this purpose. The data are collected in connection with the order/shipment and are stored in our databases within the framework of the statutory requirements for retention periods, e.g. for complaint and billing purposes. The customer can request from the respective shipping service provider that his/her e-mail address be blocked for the purpose of package arrival notification.

## **§ 6 Payment conditions**

The goods can be paid for by credit card, PayPal, or on account in Germany. Vice Golf reserves the right to only accept certain payment methods in individual cases or depending on the delivery method selected by the customer. Cash payments or payment by cheque is not possible.

Vice Golf accepts VISA, MasterCard, and American Express credit cards. Payment by credit card and PayPal is processed by PAYONE GmbH. The customer needs the following information for the payment process, which is forwarded to the payment service provider for the purpose of processing the payment: name of the credit card holder, card number, expiry date, and verification code (three-digit number on the back of the card). To ensure secure data transmission, we use SSL encryption. The credit card is checked for creditworthiness and security when the order is received.

All prices include VAT. Exception Switzerland: the prices include the entire customs clearance costs and the Swiss VAT, which is paid directly by Vice Golf to the Swiss government.

Our prices are stated in the order confirmation and must be paid with the order placement. We do not accept any deductions from the stated invoice amount (discounts or similar commercial customs) and, as a precaution, contradictory conflicting general terms and conditions or other regulations of our contractual partners.

Vouchers/promotional codes can only be redeemed directly in the checkout. Subsequent offsetting is not possible. To use a voucher/promotion code, you have to enter the voucher code in the box provided for this purpose in the payment process and click "Activate". If the voucher code is correct, the voucher discount and the corresponding total amount for the goods will appear in the shopping cart after the activation process. If an incorrect voucher code is entered, the message "Voucher code invalid" will appear above the voucher box. In this case, the voucher code could not be applied. Only one voucher can be redeemed per order. Vouchers cannot be combined.

## **§ 7 Right of revocation**

When concluding a distance sales transaction, the customer generally has a statutory right of revocation, which Vice Golf informs you about in accordance with the legal model form below.

### **Revocation instruction**

**You have the right to terminate this contract without having to give a reason within fourteen days. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the consignor, took possession of the goods.**

**To exercise your right of revocation, you must inform us (Vice Sporting Goods GmbH, Paul-Heyse-Str. 28, 80336 Munich, Germany, Phone: 089 1222 3999, Fax: 089 3816 8482 9, E-mail: back@vicegolf.com) with a clear statement (e.g. a letter sent by post, fax, or e-mail) about your decision to terminate this contract. To do so, you can use the attached revocation form, but this is not mandatory.**

**To meet the revocation deadline, it suffices if you send your notification regarding your termination before the revocation period expires.**

### **Consequences of revocation**

**If you terminate this contract, we must reimburse you all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you chose a different type of delivery than the cheapest standard delivery we offer) and at the latest within fourteen days from the day on which we received notification of your termination of this contract. For the reimbursement, we use the same means of payment that you used in**

the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this reimbursement. We are entitled to refuse the reimbursement until we have received the goods back or until you have provided proof that you have sent the goods, whichever comes first.

You must return or hand over the goods to Vice Golf immediately and in any event no later than fourteen days from the date on which you inform us of the termination of this contract. The deadline is met if you send the goods before the expiry of the first fourteen days.

You bear the direct costs of returning the goods.

You only have to pay for any depreciation in value of the goods if this depreciation is due to handling of the goods that is not necessary to check the nature, properties, and functionality of the goods.

Unless otherwise specified, the right of revocation does not apply to distance sales contracts on the delivery of goods that are not prefabricated and for which the manufacture is dependent on individual selection or determination by the consumer, or goods that are clearly tailored to the personal needs of the consumer. This applies, in particular, but not exclusively, to customised golf balls/logo balls.

#### End of the revocation instruction

Sample revocation form

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

- Address to Vice Sporting Goods GmbH, Paul-Heyse-Str. 28, 80336 Munich, [back@vicegolf.com](mailto:back@vicegolf.com)
- I/we (\*) hereby terminate the contract concluded by 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 notification on paper)
- Date

(\*) Please delete as applicable.

#### § 8 Warranty

Enforcement and deadlines

The statutory warranty period is two years and begins when the goods are delivered. During this period, we will remedy all defects which are subject to the statutory warranty obligation free of charge. Please report defects/damage immediately to the transporter or Vice Golf. Your warranty claims are initially limited to supplementary performance. If this fails, you can – if the special legal requirements are in place – choose to withdraw from the contract or have the purchase price reduced, as well as receive compensation. However, please note that normal wear and tear is not covered by the warranty and that golf balls in particular are subject to heavy wear and tear and are consumer goods.

For merchants, the legal provisions and inspection and notification of defects obligations under the HGB (German Commercial Code) apply.

Unavailable items

If a certain article is unavailable, we reserve the right to send you an article of equal quality and price (replacement article). If you are not satisfied with the product, you can also return it within 14 days.

## Customised products/logo balls

Unfortunately, you cannot return golf balls/logo balls printed especially for you, unless the golf balls are incorrectly printed on. For the size specification of balls ordered online via our VICE ID Service (or MY OWN VICE), the preview of the item is decisive. In any case, the printed area is no larger than 2.2 cm in diameter.

Please also take note that after printing, the paint on the golf ball needs to dry for up to two weeks. The paint's optimal adhesion will only be reached after that time.

The customisation of our golf balls is done at a later stage – for this process, the balls are placed by hand, so there may be slight deviations in the alignment. Of course, we aim for perfect alignment, but a slight deviation is inevitable.

The brand logo on the golf ball is generally printed under the last coating layer of the golf ball. This process provides maximum protection and durability, but can only be offered for customised golf balls of a large purchase quantity (from 6,000 balls) and has a waiting time of approx. 2.5 months. Printing that we carry out for smaller quantities (less than 6,000 pieces) is applied to the golf ball after the last coating layer has been applied. This process offers a durability comparable to that of printing under the last coating layer. However, there is no additional protection against the impact of clubs, lawns, and other objects. This reduces durability and can lead to abrasion of the print. These abrasions are normal wear and tear.

## § 9 Limitation of liability

The statutory right to liability for defects applies, unless something else is regulated in § 8 or § 9 of these GTC.

With the exception of injury to life, limb, and health, and the violation of essential contractual obligations (cardinal obligations), Vice Golf is only liable for damages that can be attributed to wilful or grossly negligent behaviour. This also applies to indirect consequential damage, such as loss of profit, in particular.

Liability towards consumers is limited to the damage typically foreseeable at the time of conclusion of the contract or to damages that can be attributed to wilful or grossly negligent behaviour, with the exception of injury to life, limb, and health, and the violation of essential contractual obligations (cardinal obligations), and in all other cases to the amount deemed as average damage customary to a contract of this nature. This also applies to indirect consequential damage, such as loss of profit, in particular.

Liability towards entrepreneurs is limited to the damage typically foreseeable at the time of conclusion of the contract, with the exception of injury to life, limb, and health or wilful or grossly negligent behaviour on the part of Vice Golf, and in all other cases to the amount deemed as average damage customary to a contract of this nature. This also applies to indirect consequential damage, such as loss of profit, in particular.

The limitation of liability also applies *mutatis mutandis* in favour of Vice Golf employees and vicarious agents.

Claims for liability based on the Product Liability Act remain unaffected.

## § 10 Retention of title

We reserve ownership of the purchased goods vis-à-vis consumers until the invoice amount has been paid in full.

If you are an entrepreneur carrying out your activities as a commercial or independent professional, a legal entity under public law, or a special fund under public law, we reserve ownership of the purchased

goods until all outstanding claims from the business relationship with the purchaser have been settled. The corresponding security interests are transferable to third parties.

If the customer is in arrears vis-à-vis Vice Golf, regardless of the payment obligations concerned, all existing claims become due immediately.

### **§ 11 Data protection**

Vice Golf's data protection information applies to data protection. You can find further information in our [Privacy policy](#).

### **§ 12 Destruction of transmitted material**

All models and documents, in particular all digital storage media that the customer sends to Vice Golf to fulfil the contract, will not be returned by Vice Golf, but will be destroyed after fulfilment of the contract. At the customer's express request, Vice Golf will, of course, send the submitted documents back to the customer. The shipping costs incurred for this are to be borne by the customer.

Vice Golf reserves the right to make a backup copy, particularly of the digitally transmitted models, materials, and content of the customer, in order to be able to guarantee an immediate rectification in the event of a customer request for rectification. The data stored on the backup copy are only used by Vice Golf for the purpose of rectification. After the warranty obligation period has expired, Vice Golf will destroy the backup copy immediately.

### **§ 13 Consumer arbitration board**

Vice Golf does not partake in dispute settlement proceedings before a consumer arbitration board.

### **§ 14 Language**

The contractual language is German.

### **§ 15 Applicable law**

German law applies; the UN Convention on the International Sale of Goods is excluded. This does not affect the applicability of mandatory standards of the state in which the customer has his/her ordinary residence when the contract is concluded.

### **§ 16 Severability clause**

If one or more provisions of these general terms and conditions are or become ineffective or unenforceable, this does not affect the effectiveness of the remaining terms and conditions. The ineffective or unenforceable provision is to be replaced by one that comes as close as possible economically and legally to what the parties intended with the original provision. This also applies to any contractual loopholes.

### **§ 17 Provider identification**

#### **Vice Sporting Goods GmbH**

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80336 Munich

**Tel.: 089 - 1222 3999**

Fax: 089 - 381684829

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VAT ID no.: DE286844585

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