

## Terms and Conditions

### I. Offers

1. First offers are free of charge. Further offers and design work, drawing of plans etc. are carried out free of charge only, if the delivery contract has been accomplished in a legally binding way.
2. Any offers made shall be subject to confirmation.

### II. Placing of orders

1. The order shall be deemed to be valid when it has been signed by the supplier and by the purchaser. Any modification of the present terms and conditions shall be valid only if it is indicated in writing on the order form and shall be subject to our prior approval. Once an order has been placed it is irrevocable. If the buyer does not deposit an advance payment, a 25% cancellation fee shall be charged.

### III. Prices

1. Prices are quoted ex warehouse Wr. Neudorf, Austria; value added tax, freight and transport insurance are not included. The latest price list shall be valid.
2. Prices agreed and indicated on the contract of sale shall be binding for us, even if prices have been raised in the meantime, with the exception that if the customer wants a later delivery date than the one agreed upon or if he/she is delaying delivery of the goods. In such cases the price list valid on the date of delivery shall apply.
3. Installation and initial start-up of the devices are not included in the price and will be charged separately at a rate based on our expenditure.

### IV. Terms of Payment

1. An advance payment of 50 % shall be due immediately after receipt of the confirmation of order. The rest is payable prior to delivery or collection of goods.
2. Suspension of payment shall not be admissible nor shall the buyer counterbalance outstanding debts against counterclaims that are contested by the supplier.
3. In case of suspension of payment or in case of bankruptcy of the buyer the whole sales price shall fall due immediately.

### V. Property Law

1. Property title of goods shall remain with us, until all our claims from this commercial relation have been settled, especially as regards a possible current account balance.
2. The buyer must neither pledge nor offer as security goods under reserve. In case of distraint, confiscation or other action taken by a third party the supplier has to be notified immediately.

## **VI. Delivery Time**

1. We meet agreed dates of delivery as far as possible.
2. In case we are not able to meet the agreed date of delivery or in case a delivery is not possible, the buyer shall set a time limit in writing for another eight weeks, after this period he/she is entitled to withdraw from the contract.
3. Delay in delivery, shall not entitle the buyer to any damage claims whatsoever.

## **VII. Shipping**

1. The buyer shall take the risk of shipping, even in case a carriage pre-paid dispatch has been agreed upon.
2. Insurance against possible transport damage is effected only on buyer's explicit request, according to best judgment and on buyer's account.
3. If the product is collected by the purchaser, he/she shall bear any cost and risk of transport.
4. Packing is included in the prices of all products.
5. The customer shall provide for personnel to unload and install the fitness devices at his own expense. The supplier (Fitness Concept) shall be responsible only for the transport of the devices to the front door of the commercial establishment / hotel / apartment.

## **VIII. Claims for defective Merchandise**

1. The buyer shall examine the goods immediately upon receipt. Possible defects discovered on this occasion will be considered only if we have been notified accordingly in writing within five days. Complaints regarding missing parts will be considered only within five days after receipt of the goods.

## **IX. Guarantee**

1. We grant a two-year guarantee on all devices with the exception of padding and cables. This guarantee shall be void in case of improper use of devices.

## **X. Service**

1. Our service covers all devices delivered by us within the first two years starting with the date on the invoice.
2. In cases of guarantee claims we replace all spare parts free of charge, if they have been remitted to us carriage free. In case a visit to the customer is necessary, we charge a flat rate for travel expenses. Working hours and spare parts are not charged for.

## **XI. Jurisdiction**

1. Any dispute arising hereunder shall be settled before a competent court in Vienna.
2. The supplier shall also be entitled to take legal action at the legal domicile/registered office of the buyer.

## **XII. Data Processing**

1. Fitness Concepts is committed to collect, process and use your personal data according to the strict regulations of the Austrian data protection law.

During the registration and ordering process and for the use of our service you agree that Fitness Concept may collect, process, store and use your personal data (name, address, date of birth, e-mail account, telephone number), ordering data as well as any other log files and data concerning the use of Fitness Concept in accordance with applicable laws. This applies to the purpose of accounting, of protecting and defending our own rights or property as well as the rights or property of third parties.

Your data will under no circumstances be passed on to others, nor will they be transferred to another country or passed on to anybody in any other way. This agreement is absolutely voluntary and can be revoked at any time.

If you do not agree, your data will be used exclusively for order processing. To meet our rights and obligations deriving from the purchase contract, we shall have the right - if necessary - to pass on your data to partners we have authorized to realize the purchasing contract.

## **XIII. Imprint**

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