

TERMS AND CONDITIONS OF SALES AND SUPPLY of RIKA Sport GmbH & Co KG

For German end-consumer is only the version in German language valid!

I. General

Unless otherwise stated and confirmed by us in writing, our supplies and services are provided only on the basis of the following conditions, even when they are not specified in verbal or telephone negotiations. The conditions of purchase of the customer are hereby counteracted and we are not bound by them, even when this is not specified at the time of concluding the contract. These terms of sale and supply are assumed to be accepted at the latest on receipt of our goods.

II. Offer

All of our offers and price lists are subject to change. Illustrations, drawings and any data pertaining to weight, mass, performance or use are only approximate. Subject to construction-conditioned changes. No offer documents may be passed on to third parties. In specific cases, especially the non-completion of the intended contractual relationship, we reserve the right to ask for the return of all documents.

III. Orders

- (1) All transactions and agreements, even those concluded or agreed by our representatives or employees, do not become binding upon us until we have confirmed them in writing. This applies also to verbal sub-agreements and any subsequent changes to the contract.
- (2) The customer remains bound by their order until they receive our written acceptance or rejection of the order, or if the order is carried out on an individual basis by us tacitly. Once placed, orders cannot be withdrawn.
- (3) Misunderstandings or errors in verbal or telephone orders are the responsibility of the customer.

IV. Prices

- (1) Unless otherwise specified, our prices are valid unpackaged ex works or ex warehouse. Packing materials (pallets, stacking frames etc.) provided by us must be returned to us, without charge to us, within four weeks, or they will be included in the invoice.
- (2) Articles on the price list will be charged as per the list prices in force at the time of their delivery.
- (3) The customer will bear any increases in material prices or wages in the time between the placing and the delivery of the order, unless fixed prices have been specifically agreed.
- (4) The prices are valid only for the agreed number of units. Corresponding price supplements will be calculated for smaller quantities.
- (5) All prices are net prices. The additional value-added tax for the supplies and services will be included separately in each respective line of the invoice.

V. Supply

- (1) Unless agreed otherwise, the goods are shipped at the cost of the customer.
- (2) We reserve the right to choose the means of dispatch and delivery, without liability.
- (3) Unless special packaging has been agreed, the goods will be packaged commercially.
- (4) Once the goods have been handed over to the carrier or freight forwarder, and in any case no later than when it leaves our works or warehouse, the liability lies with the customer. This is also the case when deliveries are carried out by us with our own vehicle. In default of acceptance on the part of the customer, the liability is transferred to the purchaser once readiness for dispatch has been notified.
- (5) We reserve the right to make part deliveries and to invoice separately on delivery.
- (6) For printed material, over-deliveries and under-deliveries up to 10% of the order either way cannot be queried. We will invoice on the basis of the quantity delivered.

VI. Delivery lead times

- (1) Our deadlines for delivery are to be taken as non-binding guidelines. They begin with the date on which the order was confirmed or, when a deposit or advance payment has been agreed, once the payment has been received, but not before clarification has been given for all necessary questions relating to the fulfilment of the order and all required documents have been provided.
- (2) The day of delivery will be the day on which the goods are made available in our works or warehouse.
- (3) If we are prevented from carrying out the order due to operating difficulties- either in our factory or in that of one of our suppliers- particularly employment conflicts, war or other cases of extreme violence or extraordinary events or circumstances over which we have no influence, then we are not bound by the agreed delivery date. The customer must be notified of the difficulty. We reserve the right to renounce all or part of the contract if such obstacles arise, without any liability to pay damages.
- (4) In the case of a delay in delivery caused by us, the customer is entitled to set an appropriate extension of the deadline and to withdraw from the contract if the goods have still not been delivered once this has expired. No further claims are possible.
- (5) Keeping to the delivery time is conditional upon the customer's observation of their contractual obligations. Should the customer fall behind with their obligations or circumstances come to light concerning the customer, which give us reason to doubt that the customer will keep up to their obligations correctly and punctually in the future, we are entitled to terminate our deliveries forthwith without obligation to pay any compensation. At this time, we are entitled to call for the settlement of any outstanding invoices.
- (6) We may store goods which have been declared ready for delivery but not immediately called off, at the expense and liability of the customer, and invoice them as delivered.

VII. Payment conditions

- (1) For payment, only payment conditions agreed in writing or included on our invoices are applicable. Deadlines for discounts and payment are taken from the date of invoice. We reserve the right to make deliveries conditional upon payment upon collection of the goods or upon advance payment made when the order is accepted.
- (2) The deduction of counterclaims from our invoice by the customer is not permissible.
- (3) The customer is not entitled to withhold payment due to complaints which have not been acknowledged by us.
- (4) We reserve the right at any time to calculate claims against the customer to offset claims made against us, irrespective of the legal basis.
- (5) All expenses related to the payment of our deliveries or services will be met by the customer.
- (6) If the payment deadline is not observed, we reserve the right to add on interest costs of 1% per month, unless higher costs for credit procurement arise. The customer with the overdue payment will also be responsible for all collection, recovery, investigation and information costs incurred in the recovery of the outstanding monies.
- (7) Any claims made by us become payable immediately, irrespective of the period of validity of any exchanges accepted and credited, if the payment conditions are not adhered to or if circumstances come to our notice which we feel may reduce the creditworthiness of the customer. In such cases, we are also entitled to suspend any pending deliveries or to make them conditional upon advance payment.
- (8) Payments to representatives and employees may only be made when we have given prior authority for this to be done.

VIII. Retention of title

- (1) Until all invoiced sums have been paid in full including interest and all additional costs arising in respect of the sales contract, the goods fully remain our property (in the case of payment by cheque or bill of exchange, until they clear).
- (2) The customer is entitled to sell the goods on in the usual course of their business. However, the resale claim to title transfers to us. The customer is entitled to collect resale claims until early cancellation thereof by us. On request by us, the customer must make their customers aware of the transfer to us.
- (3) Should the customer process or finish our goods in any way, we acquire co-ownership of this product (extended retention of title). Our proportion of the title is calculated by the ratio of the value of our good to the value of the product.
- (4) The customer may not transfer claims arising from the sales, processing or finishing of our goods or from a product created by processing our goods to third parties. The customer must inform us immediately of any seizure or other claims on the goods by third parties.

IX. Ownership, copyright, property rights

- (1) If films, photographs, lithographs, printing plates, drawings, tools, programmes, samples, trial prints, patterns etc need to be produced for customer orders or similar preliminary work is carried out, the costs will be met by the customer, to an agreed sum. This will be the case even when the contract is not awarded. The customer has no ownership of these films, photographs, lithographs, printing plates, drawings, tools, programmes, samples, trial prints, patterns etc, even when these have been invoiced by us.
- (2) The customer is responsible for ensuring that the commercial rights of third parties are not infringed upon by the sales and use of goods manufactured to their specifications. The customer must indemnify us against any claims of this kind.

X. Guarantee

- (1) Every delivery must be checked immediately. Any apparent faults or damage must be reported immediately to the party responsible for the delivery (carrier, freight forwarder) in writing and notified to us.
- (2) In all cases, the customer must check any drafts or intermediate products sent by us. The liability for any mistakes transfers to the customer once the goods have been released as ready to print, unless the mistakes arose in the finishing process after the goods had been declared ready to print, or if it was not possible to detect these mistakes until then. The same is also valid for any other releases for further processing made by the customer.
- (3) In the case of colour reproductions using any printing processes or techniques, tiny deviations from the original cannot be queried. The same applies for comparisons between proofs and production prints.
- (4) Clear defects may only be queried in writing or by telex within five working days of receipt of the goods. Rejected units must be sent to us on request immediately and without charge to us. If the customer does not follow this complaint procedure or if the goods have been processed or finished by them, then the goods are to be considered as approved unreservedly.
- (5) For any pieces bought in by ourselves, we are responsible only within the framework of the warranty claims we are entitled to from these suppliers.
- (6) If a defect is acknowledged by us, it remains within our discretion as to whether we take the goods back at the invoiced price, rectify the defect ourselves or send a replacement delivery once the goods have been returned to us. We reserve the right to make multiple amendments to the goods. We will not cover the costs for the customer to rectify any defects unless previously approved by us.
- (7) Claims for damages which may arise as a result of a faulty consignment of goods will not be admitted unless these damages were caused deliberately or by gross negligence on our part or that of our associates. Consequential damage is inadmissible in particular when it may have been caused by a fault to the delivered goods, to other economic goods or in the property of the customer. In line with §9 of the product liability law, the responsibility for damage caused to items by product defects are expressly inadmissible. Further claims are- insofar as legally admissible- ruled out. This is particularly applicable for claims for the reimbursement of processing costs already accumulated, for lost profits or losses incurred on the part of the

customer. Furthermore, this also applies for transactions in the sense of §1 fig. (1) of the consumer protection law.

- (8) Raising letters of complaint neither releases the customer from their obligation to pay nor entitles them to refuse further deliveries from this or any other contract.
- (9) In the case of changes and/or improper handling or processing of the delivered goods, any complaints are inadmissible.
- (10) If the delivery item is produced by us on the basis of construction data, drawings or models produced by the customer, our responsibility does not extend to the correctness of these details and/or documents. We are responsible only for ensuring that all processes were carried out according to the customer's instructions.
- (11) The above-mentioned arrangements for point X. Guarantee do not apply to second-hand goods. These are sold without any guarantee.
- (12) Defects caused by damage or mishandling by the customer are excluded from any guarantee, as is damage caused by violence, defects due to wear and tear by overstrain on mechanical or electro-mechanical parts, any usage other than that in accordance with the requirements or defects due to soiling or unusual mechanical, chemical or atmospheric influences. Warranty claims do not lapse upon intervention on the part of the customer or third parties if the customer is able to prove that this intervention on the item did not cause the defect.

XI. Repair orders

In addition to the other provisions of these terms and conditions of sales, the following are valid for repair orders:

- (1) A binding repair order will be raised when we receive equipment or parts for repair or to be checked. This does not lead to a written confirmation on our part.
- (2) As time spent looking for defects is work time, the costs incurred and payable will be included in the invoice to the customer if the contract was not fulfilled, because the queried defects cannot be rectified in accordance with the technical rules, the customer was responsible for missing the agreed deadline or the contract was withdrawn whilst being carried out.
- (3) If an estimate of costs is to be included in the customer's order, the costs for this are to be met by the customer.

XII. Imprint

We reserve the right to include a suitable reference to our firm on all contract products.

XIII. Purchase of weapons and munitions

Weapons and munitions without licensing documentation will be sold or supplied only upon production of an original official certificate or, if appropriate, upon production of official confirmation that the purchaser is over 18 years of age.

XIV. Place of performance, jurisdiction, effectiveness

- (1) The place of performance for the sale is the manufacturing factory. The place of performance for the payment is our company headquarters. Jurisdiction is (also for bills of exchange, cheques and certification processes) the competent court in Linz (OÖ) with jurisdiction in factual matters. We may also bring proceedings against the customer at their place of jurisdiction. Under the terms of the contract, Austrian law alone is applicable. The UN Vienna Convention on the Sale of Goods is inadmissible.
- (2) If individual conditions of these terms and conditions of sale and supply become wholly or partially ineffective, all remaining conditions continue to apply in full.

XV. Data processing

The electronic processing of the data obtained in the framework of our business operation will be carried out on the basis of the provisions of data protection legislation, paying careful attention to the protection-worthy interests of the person affected. The corresponding data protection measures will be taken to ensure the protection of all data subject to data privacy.