



## **General Terms and Conditions (GTC)**

### **1. Scope of Application**

- 1.1. The following terms and conditions apply to all orders made by a customer via the webshop or by e-mail or telephone with the company Bubble Allstars (hereinafter "Seller").
- 1.2. Sports equipment and accessories are sold. The supplier is entitled to withdraw from the contract in the case of writing, printing and calculation errors on the website.
- 1.3. The contract language is English.

### **2. Conclusion of Contract**

- 2.1. It is held that an order represents an offer by the customer whereas the promotion of the goods on our homepage or by e-mail is not yet a binding offer.
- 2.2. The acceptance of the contract takes place by means of an express declaration of acceptance or by sending the goods. This in each case within a reasonable, seven days not exceeding period. Within this period the customer is bound to his offer. If no acceptance is made, it is to be assumed that the seller rejects the offer.
- 2.3. If we fail to meet a customer's offer, we will endeavor to inform the customer as soon as possible. In particular, it may happen that ordered goods are out of stock or not available for other reasons.

### **3. Storage of the Contract**

- 3.1. The contract is saved by the seller electronically. At the latest with delivery of ordered goods the customer receives a confirmation of the contract on permanent data medium (e-mail, paper).

### **4. Prices, Payment and Late Payment**

- 4.1. Prices quoted in the webshop exclude all taxes, including sales tax. At the indicated prices, shipping costs as well as additional fees to be paid by the seller can be added.
- 4.2. In the case of a delivery, the consumer shall bear all import and export charges as well as all customs duties, fees and charges associated with delivery.
- 4.3. Payment of the purchase price is due immediately upon conclusion of the contract.
- 4.4. If the customer is in arrears with a payment, we are entitled to charge default interest of 5% for the arrears period.
- 4.5. In addition, we will charge the customer in case of delay the costs which were necessary for the appropriate legal prosecution on our part (in particular collection and legal costs). In any case, we charge at least a lump sum processing fee of EUR 40,- per default.

## **5. Delivery & Deadlines, Retention of Title**

- 5.1. The shipping costs are to be borne by the customer, the amount of which is determined by the actual costs of the seller. The customer is informed about the amount of the shipping costs during the ordering process.
- 5.2. The delivery of the goods takes place only after complete payment receipt. Bank transactions can take several days (guide value: 1 to 3 days), depending on the type of transfer.
- 5.3. After receipt of payment, the seller has to deliver the goods to the consumer within a period of 60 days.
- 5.4. If goods have been delivered without prior full payment, it shall remain subject to retention of title until the purchase price has been paid in full. It is agreed that the retention of title does not constitute withdrawal from the contract, as long as the seller such not expressly stated.
- 5.5. For orders outside the European Customs Union ((Belgium (BE) Greece Greece (GR) Malta Malta (MT) Slovakia Slovakia (SK) Bulgaria Bulgaria (BG) Ireland Ireland (IE) Netherlands Netherlands (NL) Slovenia Slovenia (SI) Denmark Denmark ( DK) Italy Italy (IT) Austria Austria (AT) Spain Spain (ES) Germany Germany (DE) Croatia Croatia (HR) Poland Poland (PL) Czech Republic Czech Republic (CZ) Estonia Estonia (EE) Latvia Latvia (LV) Portugal Portugal ( PT) Hungary Hungary (HU) Finland Finland (FI) Lithuania Lithuania (LT) Romania Romania (RO) United Kingdom United Kingdom (UK) France France (FR) Luxembourg Luxembourg (LU) Sweden Sweden (SE) Cyprus Cyprus (CY)) the recipient will be responsible for any customs and

import charges. In this case, the seller reserves the right to ship the product directly from a third country (China (CN)).

## **6. Warranty, Guarantees & Liability**

6.1. It is recalled that statutory warranty claims may exist in the course of the sale of goods, whereby the scope thereof is determined by the law and is not restricted by these general terms and conditions (see §§ 922 ff ABGB i.V.m. § 9 Abs. 1 KSchG).

6.2. In order to assert warranty claims, the customer may contact the following address:

Paul Schuster, Kärchergasse 3-13/7/8, 1030 Wien, office@bubble-allstars.com

The seller will immediately examine complaints, whereby the customer is obliged to send the allegedly defective goods to the seller at his request.

6.3. A non-defective product can be returned to the seller within 30 days from the date of delivery to receive a refund of the original purchase price with the following changes / charges:

- The seller will neither refund the original shipping charges, nor the shipping and handling fees incurred on returning. All shipping and handling fees for the product return are covered by the buyer.
- No refund will be granted for products that have been used or manipulated in any way that could jeopardize the seller's ability to market or resell the product. The decision on the quality of the returned product is the sole responsibility of the seller.
- Each non-defective returns subject to a 10% restocking fee, the percentage is calculated from the final purchase price minus any shipping or handling fees.
- Purchases of customized products (including products with logo and revised color adjustments) are non-refundable, if not deficient.

6.4. The seller grants a limited warranty of 180 days from the date of purchase for material and processing defects.

During this time the seller repairs or replaces faulty part with new or revised parts. This limited warranty applies only to the original purchaser.

A hole in the plastic of a bubbleball is not considered a defect, but is considered normal wear and tear of the product and is eligible for return under this limited

warranty. If your product gets holes within 180 days after purchase, the seller will send you free repair patches to seal your hole. After 180 days we recommend the purchase of repair kits.

The Seller accepts the shipping charges incurred by returning within the limited warranty within the first 180 days. All shipping costs after this period of 180 days must be paid by the customer.

All original parts, which are replaced by the seller become property of the seller. Any additions or modifications to the product are excluded from the warranty. The purchaser is responsible for paying the costs incurred by servicing or repairing the product which are not covered by this limited warranty.

The seller is not able to replace damaged or defective products in the same way as replacing regular products. A transparent bubbleball will be sent as a replacement if a customer-specific product is returned defective within the limited warranty period.

The seller makes no other warranty, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to its products other than as set forth below. The seller makes no warranty or representation, either express or implied, with respect to any other manufacturer's product or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

Except as provided below, the seller is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use its products. Under no circumstances shall the seller be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the product.

The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

### **Warranty Conditions**

The above Limited Warranty is subject to the following conditions:

- a. This warranty extends only to products distributed and/or sold by the seller.
- b. This warranty covers only normal use of the product. The seller shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect, improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration by anyone other than an authorized representative of the seller; (iv) damages

incurred through irresponsible use.

- c. You must retain your bill of sale or other proof of purchase to receive warranty service.
- d. No warranty extension will be granted for any replacement part(s) furnished to the purchaser in fulfillment of this warranty.
- e. This warranty does not cover any third party products.

6.6. The seller's liability for damages for negligently caused material damage is excluded.

## **7. Right of Withdrawal / Revocation**

7.1. You have the right to revoke this contract within a period of fourteen days without giving reasons. The period of revocation shall be fourteen days from the date on which you or a third party you designate who is not the carrier has taken possession of the goods.

In order to exercise your right of revocation you must inform us (Paul Schuster, Kärchergasse 3-13 / 7/8, 1030 Vienna, office@bubble-allstars.com) by means of a clear statement (eg a letter or e-mail sent by post) Declare your decision to revoke this Agreement. You can use the enclosed sample revocation form, but this is not required.

To meet the withdrawal deadline, it is sufficient that you send your communication concerning the right of withdrawal before the withdrawal period.

7.2. If you revoke this agreement, we will pay you all the payments we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favorable standard delivery offered by us ) within a period of fourteen days from the date on which the notice of revocation of this contract has been received by us. For such repayment, we use the same payment you used in the original transaction, unless you have expressly agreed otherwise; In no case will you be charged for these repayment fees.

We may refuse the repayment until we have recovered the goods or until you have proved that you have returned the goods, whichever is earlier.

You must return the goods to us (Paul Schuster, Kärchergasse 3-13/7/8, 1030 Wien, office@bubble-allstars.com) immediately or in any case no later than fourteen days from the date on which you inform us of the revocation of this contract. The deadline is respected when you send the goods before the end of the deadline of 14 days. You bear the immediate cost of returning the goods.

You shall only be liable for any loss of value of the goods if this loss in value is attributable to a handling which is not necessary for the purpose of checking the quality, characteristics and functioning of the goods.

7.3. If you order from us one of the following goods, there is no right of revocation:

- Goods which are made according to customer specifications or are clearly tailored to your personal needs.

## **8. Data Privacy Statement & Newsletter**

8.1. We point out that for the purpose of easier shopping process and for subsequent contract fulfillment by the seller, the following user data are stored:

Name, date of birth, address, telephone number, payment data, e-mail address, ordering details.

The storage is carried out exclusively for the execution of specific order processes (including processing of the payment and delivery) as well as to facilitate the customer future order processes.

Transmission of the data to third parties only takes place to the extent necessary for the processing of the order process (for example, payment data to the credit institution, address data to suppliers).

The website also uses cookies. If you do not want to accept cookies, please change your browser settings accordingly. Please note that the functionality of the website can be restricted. Within the scope of cookies certain data are stored in order to facilitate future order processes as well as to create individualized promotional offers.

Data processing is carried out taking into account the relevant legal provisions, in particular § 96 TKG as well as § 8 DSGVO.

8.2. The customer agrees to receive our company's news about our products, current offers and other company-related information by means of promotional e-mail (especially newsletters).

The customer may revoke his / her consent to the receipt of such e-mails at any time as follows: formless e-mail with subject "Unsubscribe" to newsletter@bubble-allstars.com

## **9. Choice of Law and Jurisdiction**

- 9.1. Austrian law applies to all contracts and agreements between the seller and the customer to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Contrary applies if mandatory consumer protection regulations so provide.
- 9.2. With regard to the court of jurisdiction, the competent court of law at the registered office of the vendor shall be deemed to be locally competent. Deviant applies again if compelling consumer protection regulations so provide.

## **10. Severability**

- 10.1. Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. In lieu of the ineffective provision, the legally permissible provision, which takes the most effective account of the purpose of the invalid provision, is valid. The contrary applies to consumers, as long as mandatory legal provisions prevent such a reduction.

## Sample Revocation Form

(If you want to revoke the contract, please fill out this form and send it back)

To:

Paul Schuster

Kärchergasse 3-13/7/8

1030 Wien

office@bubble-allstars.com

I / we (\*) hereby revoke the contract for the purchase of the following goods (\*) concluded by me / us (\*):

Ordered on (\*) / received on (\*):

Name of consumer (s):

Address of the consumer (s):

Signature of the consumer (s) (only for communication on paper):

Date:

(\*) Delete as appropriate.