



TERMS AND CONDITIONS (T&C) AND CONSUMER INFORMATION

Your provider and contractual partner

Golf House Direktversand GmbH
Schnackenburgallee 149
D-22525 Hamburg

Managing Directors: Frank Ewers, Ralph Anstoetz
Commercial Register:
Hamburg Local Court HRB 18544
VAT ID No.: DE 118556553

You can reach our customer service department for questions, complaints, and claims:

Monday through Friday from 10:00 a.m. to 5:00 p.m.

by phone at: 040 4313610
or by email at: kundenservice@golfhouse.de

www.golfhouse.com

We also seek customer-focused solutions when it comes to legal matters. Feel free to give us a call. Of course, even if you don't call, your rights remain fully intact. The law requires online providers in particular to provide extensive information regarding the contract and the applicable terms and conditions. We have compiled this information and our other shipping terms for you below.

1. Scope

1.1. We deliver in accordance with the following General Terms and Conditions, which form the basis for contracts concluded with us based on the offers on our online store.

1.2. Where these Terms and Conditions refer to "consumers," this term refers, in accordance with statutory provisions (§ 13 BGB), to natural persons for whom the purpose of the order cannot be predominantly attributed to a commercial or self-employed professional activity. In Austria, legal entities may also be considered consumers. Under the applicable legal provisions (§ 14 BGB), "businesses" are natural or legal persons or partnerships with legal capacity that, when entering into a legal transaction, act in the course of their commercial or self-employed professional activities. "Customers" as defined in these Terms and Conditions include both consumers and businesses.

1.3. If deadlines are specified as business days, this refers to all weekdays except Saturdays, Sundays, and statutory holidays at our headquarters in Hamburg.



2. Option to Save and View the Contract Text

2.1. We make these Terms and Conditions and the other contractual provisions available for review along with your order details during the ordering process. You can easily save this information there either by downloading the Terms and Conditions and saving the information summarized during the ordering process in the online store using your browser's functions, or by waiting for the automatic order confirmation, which we will also send to you via email after you complete your order at the address you provided. This order confirmation email once again contains the terms of the contract along with your order details and these Terms and Conditions, and can be easily printed or saved using your email program.

2.2. We store the contract text, but for security reasons, it is not directly accessible to you. We offer each customer password-protected direct access ("Log In"). Once you have registered, you can manage your data here. The customer agrees to treat their personal login credentials as confidential and not to disclose them to any unauthorized third party. You can find the currently valid version of the Terms and Conditions on our website.

3. Contracting Parties, Language, and Conclusion of the Contract

3.1. Your contracting party is Golf House Direktversand GmbH. Contracts in our online store can currently only be concluded in German. Our promotional offers are subject to change without notice unless they become part of a contractual agreement. Before submitting your order, you have the opportunity to review and correct the information you have entered.

3.2. By submitting your order, you are making a binding contractual declaration. Immediately after we receive your order, you will receive an automatically generated order confirmation. This acknowledgment of receipt does not yet constitute acceptance of your order.

3.3. A binding contract is formed upon our declaration of acceptance, which is sent via a separate email; in the case of prepayment, the contract is formed upon our request for payment.

3.4. Subject to your statutory right of withdrawal, you are bound by your order for a maximum of 2 business days.

3.5. When paying in advance, the item is reserved for a maximum of 7 business days. If your payment is received after this period, delivery delays may occur.

4. Prices, Shipping Costs

4.1 For orders placed in our online store, the prices listed in the offer at the time of the order apply. The prices listed are total prices, meaning they include the applicable statutory value-added tax and other price components.



For details on any applicable shipping costs, please refer to the information provided in the online store. For custom-made products and for corporate customers, we charge separate processing and shipping fees. These are not estimated as a flat rate and are determined based on the specific scope of the order.

4.2 For deliveries outside of Germany, additional costs may arise upon import into a third country (customs duties, any customs fees, and import sales tax). The customer is responsible for these additional costs.

5. Payment, Shipping, Packaging

5.1. We offer the following payment options in our online store; however, depending on the results of a credit check for contract acceptance, we reserve the right to direct you to our other payment methods instead of allowing payment by purchase on account. There is no entitlement to payment by purchase on account. You may generally choose between

- Advance bank transfer
You will receive the transfer details after placing your order.
- Credit card (MasterCard and Visa)
The amount will be charged immediately after shipment.
- Purchase on account (subject to credit approval)
Purchase on account is generally available starting with your first order, provided you have good credit standing. This requires that all previous invoices have been paid in full. Payment must be made within 21 days of the invoice date without any deductions. Invoices are issued upon delivery. Starting with the second reminder, we unfortunately must charge a €5 reminder fee. In each individual case, you have the right to provide evidence that no damage was incurred at all or that it was significantly lower than the flat fee.

5.2. We ship via UPS or DHL. Shipments to Austria are made exclusively via DHL. Shipments to package stations, post office boxes, or hold-for-pickup addresses are not possible. You will receive a notification from us once the goods have left our facility. If delivery was not possible, you will receive a message from the carrier outlining the available options.

5.3. Within Germany, we generally ship orders within 1–2 business days, but no later than 3 business days after receiving the order and, if applicable, the prepayment. We indicate any deviating delivery times on the respective product page. Shipments to our other delivery countries (Austria, Belgium, Denmark, France (mainland only), Luxembourg, the Netherlands, Poland, the Czech Republic, Slovenia, the United Kingdom, Italy, Sweden, Bulgaria, Estonia, Latvia, Lithuania, Romania, Hungary, Spain (excluding the Canary Islands), Portugal, Greece, and Ireland) are shipped within 8 business days of receiving the order and, if applicable, the advance payment.

5.4. The obligation to deliver shall not apply if we ourselves are not supplied correctly and on time and are not responsible for the lack of availability. In the event of

unavailability of the goods, we will notify you immediately and any prepayment will be refunded without delay.

5.5. The delivery time shall be extended appropriately in the event of strikes or lockouts that impede delivery, as well as other circumstances beyond our control, particularly in cases of delivery delays due to force majeure. We will notify the buyer immediately of the start and end of such impediments.

5.6. For consumers, the risk of accidental loss and accidental deterioration of the goods sold in a mail-order transaction passes to the consumer upon handover of the goods by the carrier to the consumer or a recipient designated by the consumer. This applies regardless of whether the shipment is insured or not. Otherwise, the risk of accidental loss and accidental deterioration of the goods passes to the buyer upon handover; in the case of mail-order sales, the risk passes upon delivery of the goods to the carrier or to any other person or entity designated to carry out the shipment.

5.7. In accordance with the provisions of the Packaging Act (VerpackG), we are obligated to accept returns and recycle packaging not subject to the mandatory recycling system. We are happy to fulfill this obligation. Please send us a return notice regarding this matter to the following email address: organisation@golfhouse.de

6. Right of Withdrawal for Consumers

6.1. Below is information regarding the conditions and consequences of the statutory right of withdrawal for mail-order purchases.

Notice of Right of Withdrawal

Right of Withdrawal

You have the right to cancel this contract within fourteen days without providing a reason.

The withdrawal period is fourteen days from the day on which you or a third party designated by you—other than the carrier—took possession of the last item.

To exercise your right of withdrawal, you must inform us (Golf House Central Warehouse, c/o BLG Sports & Fashion Logistics GmbH, Essener Straße 2, 99820 Hörselberg-Hainich, Tel: 0800 0700601, Email: kundenservice@golfhouse.de) by means of a clear statement (e.g., a letter sent by mail or an email) regarding your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, though this is not mandatory.

If you use this online function, we will immediately send you a confirmation of receipt on a durable medium (e.g., via email) stating the date and time of receipt.

To meet the withdrawal deadline, it is sufficient for you to send the notification of your exercise of the right of withdrawal before the withdrawal period expires.

Golf House

Consequences of Withdrawal

If you withdraw from this contract, we must refund to you all payments we have received from you, including delivery costs (with the exception of any additional costs resulting from your choice of a delivery method other than the least expensive standard delivery offered by us), without delay and no later than fourteen days from the day on which we received notice of your withdrawal from this contract. We will use the same payment method you used for the original transaction for this refund, unless expressly agreed otherwise with you; Under no circumstances will you be charged any fees in connection with this refund. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever occurs first.

You must return the goods without delay and, in any event, no later than fourteen days from the day on which you notify us of your cancellation of this contract, to Golf House Zentrallager, c/o BLG Sports & Fashion Logistics GmbH, Essener Straße 2, 99820 Hörselberg-Hainich. The deadline is met if you send the goods before the fourteen-day period expires. You are responsible for the cost of returning the goods. You are only liable for any loss in value of the goods if such loss is attributable to handling of the goods that goes beyond what is necessary to assess their condition, characteristics, and functionality.

6.2. Exceptions to the Right of Withdrawal

There are statutory exceptions to the right of withdrawal (Section 312g of the German Civil Code (BGB)), and we reserve the right to invoke the following provisions against you:

The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for whose manufacture an individual selection or determination by the consumer is decisive, or that are clearly tailored to the consumer's personal needs.

The right of withdrawal may expire prematurely for contracts for the delivery of audio or video recordings or computer software in sealed packaging if the seal has been broken after delivery.

7. Sample Cancellation Notice

7.1. The following information explains the conditions and consequences of the statutory right of withdrawal for mail-order purchases.

Sample Withdrawal Form

(If you wish to cancel the contract, please fill out this form and return it)

Golf House

- To Golf House Zentrallager, c/o BLG Sports & Fashion Logistics GmbH, Essener Straße 2, 99820 Hörselberg-Hainich, Email: kundenservice@golfhouse.de
- I/we (*) hereby cancel the contract I/we (*) entered into 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 if submitted on paper)
- Date

(*) Delete as appropriate

With every shipment, you will also receive a return form, which you may also use.

8. Retention of Title

The goods remain our property until full payment has been made.

9. Warranty, Complaints, Guarantees

9.1. In the event of defects in the goods, the customer has a statutory right to claim for defects (warranty). Warranty claims against businesses are limited to a period of one year from the date of delivery for new goods.

9.2. Business customers must report obvious defects in writing immediately, but no later than 14 days after receipt of the goods. Upon discovery of non-obvious defects, the obligation to notify the seller immediately applies, at the latest within 14 days of discovering the defect. Otherwise, the goods shall be deemed accepted even in light of the respective defect. Timely dispatch is sufficient to meet the deadline. For merchants, § 377 of the German Commercial Code (HGB) applies in addition. This also applies to preliminary and intermediate products sent for correction in the case of custom-made items (e.g., logo products).

9.3. Expressly excluded from the limitations or exclusions of warranty liability set forth in the preceding provisions of Sections 9.1 and 9.2 are claims for damages arising from a defect that result in injury to life, bodily injury, or harm to health resulting from a breach of duty for which we are responsible, as well as claims for damages for other losses resulting from an intentional or grossly negligent breach of duty on our part. The statutory limitation period of 2 years applies to the claims expressly excluded above. Limitations or exclusions of warranty claims as a whole do not apply in the event that we have assumed a guarantee of quality or have fraudulently concealed a defect within the meaning of § 444 BGB. In these cases, we are also liable for simple negligence. Any manufacturer's warranty also remains unaffected. Furthermore, the provision of § 478 of the German Civil Code (BGB) regarding dealer recourse in the sale of newly manufactured goods to a consumer remains unaffected. To the extent that our liability is excluded or limited, or

exceptions thereto are set forth above, this also applies to the personal liability of our employees, staff, legal representatives, and vicarious agents.

9.4. A statutory right to liability for defects (warranty) exists. In particular, within the warranty period, we are obligated—among other things—to provide remedial performance free of charge, i.e., to remedy the defect or provide a replacement, for defects subject to the statutory warranty. Consumers acting as contracting parties may choose whether, in the event of a defect, subsequent performance shall take the form of remedying the defect or providing a replacement. We are entitled to refuse the chosen method of subsequent performance if specific conditions stipulated by law apply, particularly if it would entail disproportionate costs and the alternative method of subsequent performance would not result in significant disadvantages for the contracting party. For contracts with business customers, the method of subsequent performance is at our discretion. If we are unwilling or unable to remedy the defect or provide a replacement, or if such action is delayed beyond a reasonable period for reasons for which we are responsible, or if the rectification of the defect or the replacement delivery fails in any other way, you are entitled, at your option, to demand a corresponding reduction in the purchase price or to withdraw from the contract. Claims for damages may also exist if the statutory requirements are met. Furthermore, withdrawal from the contract and claims for damages in lieu of full performance are excluded if the defect only insignificantly reduces the value or suitability of the purchased item or the work.

9.5. We value your customer satisfaction.

You may contact us at any time using one of the contact methods listed in the introduction. We will make every effort to review your request as quickly as possible and will get back to you once we have received the relevant documents or your inquiry or complaint. Please give us some time, however, as warranty cases often require the manufacturer's involvement. When submitting a complaint, please help us by describing the nature of the problem as precisely as possible and, if applicable, providing copies of the order documents or at least the order number, customer number, etc. If you do not receive a response from us within 5 business days, please follow up. In rare cases, emails may have been "caught" in spam filters on our end or yours, or a message sent by other means may not have reached you or may have been accidentally omitted.

For service inquiries, please contact our customer service department, which you can reach as follows:

Golf House Direktversand GmbH
Schnackenburgallee 149
D-22525 Hamburg
Tel: 040 4313610
Fax: 040 43136171
kundenservice@golfhouse.de



10. Privacy Notice

Our data protection practices comply with legal requirements. Details regarding the collection and use of your personal data can be found in our Privacy Policy, which also includes information on credit checks—during which the probability of default is calculated, taking your address information into account.

11. Governing Law, Jurisdiction

11.1 All legal transactions or other legal relationships with us are governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other international treaties, even if incorporated into German law, do not apply. This choice of law ensures that customers with their habitual residence in an EU member state or Switzerland are not deprived of the protection afforded by mandatory provisions of the law of that state.

11.2 In business dealings with merchants and legal entities under public law, our place of business is agreed upon as the venue for all legal disputes arising from these Terms and Conditions and from individual contracts concluded under their terms, including claims involving bills of exchange and checks. In this case, we are also entitled to bring an action at the customer's place of business. Any exclusive place of jurisdiction remains unaffected by the foregoing provision.

12. Severability Clause

If any provision of these General Terms and Conditions is wholly or partially invalid or subsequently becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by the applicable statutory provisions. The same applies if these General Terms and Conditions contain an unforeseen omission.

Note on Battery Disposal

The chemical components of batteries can harm the environment and human health if not stored and disposed of properly. Only by collecting and recycling batteries separately from other household waste can harmful effects on health and the environment be avoided. Batteries may also contain recyclable raw materials. Therefore, batteries must not be disposed of with regular household waste.

As an end user, you are legally required to return used batteries (rechargeable and non-rechargeable) or dispose of them properly. To do so, you can drop off your used batteries free of charge at public collection points in your municipality or at retail locations (if you purchased them from a mail-order company, you can return them to the shipping warehouse). Returns at retail locations are limited to quantities typical for end-users' disposal needs, as well as used batteries that the retailer currently carries or has previously carried in its product line as new batteries.

Trash Can The symbol with the crossed-out trash can indicates that you must not dispose of batteries in household trash due to their hazardous content.



Under this symbol, you may also find the following symbols with the meanings listed below:

Pb: Battery contains lead

Cd: Battery contains cadmium

Hg: Battery contains mercury

As of May 24, 2018

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