

General Terms and Conditions of Business

PLANET SPORTS

1. Scope

These terms and conditions apply to all deliveries, services and offers of PLANET SPORTS GmbH (hereafter PLANET SPORTS) through its online Shop. PLANET SPORTS does not acknowledge conflicting conditions on the part of customers, unless PLANET SPORTS has acknowledged the application of such conditions explicitly in writing.

2. Services

In the online shop you can order clothing and sporting goods for personal use in standard commercial quantities. Orders for commercial purposes are not permitted.

3. Contractual languages

The languages used in the contracts between PLANET SPORTS and the customer are German, English, Spanish, French, Italian and Dutch.

4. Contract Conclusion / Transaction of Orders

By placing the products in our online shop, we provide a binding offer for contract completion regarding these goods. The contract is concluded by clicking the `Buy` button at the last step of the ordering process. Before conclusion of the order transaction you will have access to a confirmation window showing the details of your order. With this window you can review and correct your entries. Immediately after submitting your order you will receive an email confirmation of its receipt (order confirmation). Your contract partner is:

PLANET SPORTS GmbH
Flößergasse 4
D-81369 Munich

represented by the Executive Director: Dr. Henner Schwarz
registered in the commercial register of the Local Court of Munich under HRB 167554.

At any time after submitting your order you can view the order information at `My account`.

5. Right of Revocation

5.1 Statutory Right of Revocation

Consumers (any natural person who primarily enters into a transaction for that are neither attributable to their commercial nor their independent vocational activity, § 13 BGB [German Civil Code]) have a statutory right of revocation.

REVOCACTION INSTRUCTION

Right of Revocation

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date on which you or a third party named by you (who is not the carrier) took physical possession of the last product.

In order to exercise your right of revocation, you must notify us (Planet Sports GmbH, Flößergasse 4, 81369 Munich, Germany, fax: +49 89 / 321649-150, email: support@planet-sports.com, phone number 020-34995252 of your decision to revoke this contract by means of a clear statement (e.g. a letter sent by mail, fax or email). You may use the attached model revocation form, which is not required, however.

In order to observe the revocation period, it is sufficient that you send off the message regarding the right of revocation before the revocation deadline.

Consequences of Revocation

Should you revoke this contract, we have to immediately, and no later than fourteen days from the date on which the notification of your revocation of this contract is received by us, repay you all payments we received from you, including delivery costs (with the exception of any additional costs arising from the fact that you chose a different method of delivery than the most economically advantageous standard delivery offered by us). We use the same method of payment that you used for the initial transaction for this repayment, unless something else has expressly been agreed with you; under no circumstances will you be charged fees for this repayment. We may withhold the repayment until we have received the goods back or until you have furnished proof that you have returned the goods, whichever is earlier.

You have to send back or hand over the goods to us promptly and in any event no later than fourteen days from the date on which you notify us of the revocation of this contract. The deadline is observed when you send back the goods to us before the expiration of this period of fourteen days.

We bear the cost of returning the goods.

You only have to pay for any decline in value of the goods, if this deterioration in value is attributable to a handling of the goods which was not necessary for ascertaining their nature, characteristics and functioning.

Exclusion or Premature Extinction of the Right of Revocation

The right of revocation does not apply to contracts

- regarding the delivery of goods which are not prefabricated and whose production involves a significant individual choice or decision by the consumer or which are clearly tailored to the personal needs of the consumer;
- regarding the delivery of goods which may spoil quickly or whose expiration date would be rapidly exceeded;
- regarding the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts.

The right of revocation expires prematurely in the case of contracts

- regarding the delivery of sealed goods which are unsuitable for returning for health or hygiene reasons if they were unsealed upon delivery;
- regarding the delivery of audio or video recordings or computer software in a sealed package if the seal was removed after delivery.

To exercise your revocation you may use the following model revocation form. It is easier to use the delivery/returns slip (with prepaid return label) that is in your package.

Model Revocation Form

(If you wish to revoke the contract, then please fill out this form and send it back to us.)

To: Planet Sports GmbH
Flößergasse 4,
81369 Munich,
GERMANY

Fax: +49 89 / 321649-150

Email: support@planet-sports.com

I/we (*) hereby revoke the contract completed by myself/us (*) regarding the purchase of the following goods
(*)/ the provision of the following service (*)

Ordered on the (*):

/ Received on the (*):

Name of the customer(s):

First name:

Last name:

Address of the customer(s):

Street / house number:

Post code:

City:

Date

Signature customer(s) (only for notification on paper)

(*) delete as applicable

5.2 Additional Contractual Right of Revocation

In addition to the statutory right of revocation (see section 5.1) we also grant you a contractual right of revocation for a total of 30 days from the receipt of the merchandise. The above provisions stated in section 5.1 govern the exercise of this right accordingly, unless otherwise stipulated below.

By way of derogation from the statutory right of revocation, the beginning of the period of the contractual right of revocation exclusively depends on the receipt of the product by the recipient. Excluded from the contractual right of return are also foods (such as sports bars) and gift certificates (vouchers which may be purchased from us).

The additional contractually granted right of revocation does not affect your statutory rights and remedies. In particular, your statutory right of revocation (section 5.1) and your legal warranty rights (section 11.) are preserved without restriction as far as you are concerned.

6. Self-supply reservation

If you have ordered an item that is not in stock because a Planet Sports supplier, due to no fault of our own, is unable to deliver goods they have been contractually obliged to deliver, then we are allowed to withdraw from the contract without ramifications. In this event, we will notify you immediately that the goods you ordered are no longer available and that any payments you may have made will be reimbursed without delay.

7. Delivery / Shipping

Delivery will take place at the delivery address you have provided. When possible you will receive your order in a single shipment. If separate shipments are necessary due to technical or logistical reasons, e.g. because the items you have ordered must be packed separately or shipped differently, this will not give rise to any additional costs on your part in principle. In the case of prepayment the delivery times provided are based upon payment of the money into our bank account.

8. Prices and shipping costs

At the time an order is placed the prices listed apply. These prices are given in euros and include the statutory VAT applicable at that time. Whether and which shipping costs are applicable to your order you may find within our [shipping conditions](#).

9. Payment

For your payment, please choose one of the payment methods cited in our offer.

You can pay using the choice of payment options stated in our offer.

By selecting prepayment as the method of payment we will send you immediately after your order a confirmation of order and a further e-mail with payment information and banking details. We will ship your goods only after receipt of payment. The invoice amount is due to be paid to our account within 1 accrue days after receiving the e-mail 'Payment information'.

In case of a foreign bank transfer you have to bear any charges of your bank that might accrue.

Additional information on this topic can be found via the following link [payment options](#).

10. Reservation of title

Until full payment of the purchase price the goods remain the property of PLANET SPORTS.

11. Warranty

In the case of defects in delivered goods statutory rights apply.

12. Data protection

Your order and the data provided with it are stored by PLANET SPORTS. All data collected by us is exclusively used and processed in accordance with our [data protection provisions](#) and in compliance with relevant data protection statutes.

13. Applicable law

The law of the Federal republic of Germany applies to the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods =UN-Kaufrecht), unless mandatory international consumer law dictates otherwise.

14. Miscellaneous provisions

Should any of these provisions prove to be or become invalid, this does not affect the validity of the remaining provisions.

Last updated: 16.05.2017