

General Sales Conditions for POD International

Business address:

POD International

a division of Point of Sports GmbH

Kapellenweg 31

83064 Raubling - Germany

Phone number: +49 (0)8035 / 96 78 79

Email: info@pod.international

Chamber of Commerce number: HRB 13295

VAT identification number: DE213528890

Thank you for your order which we accept subject exclusively to our Sales Conditions from the attachment.

§ 1 Scope of Application

1. These sales conditions shall apply exclusively to enterprises, legal entities subject to public law or special assets governed by public law in terms of 1st paragraph of § 310 BGB. Conflicting conditions or conditions which deviate from our sales conditions shall only be recognised if given express written consent.
2. These sales conditions shall also apply to all future business with the Buyer provided this involves legal transactions of similar nature (however, as a precaution, sales conditions shall be attached to the confirmation of the order).
3. Individual agreements reached with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these sales conditions. The content of such agreements must be set forth, subject to proof to the contrary, in a written contract or by our written confirmation.

§ 2 Offer and Contract Conclusion

If an order constitutes an offer in accordance with §145 BGB, we can accept the order within two weeks.

§ 3 Provided Documents

We shall retain all proprietary rights and copyright for all documents provided to the Buyer – also provided in electronic form – e.g. calculations, drawings, etc. These documents shall not be made accessible to third parties, unless the Buyer is given express written consent. If we do not accept the offer of the Buyer within the period stated in §2, the documents shall be returned to us without delay.

§ 4 Prices and Payment

1. If nothing to the contrary has been expressly agreed in writing, our prices shall apply "ex works" with the addition of the value added tax.
2. The payment of the purchasing price shall be made exclusively to the business account of Point of Sports GmbH. A deduction of a discount is only permissible upon written special agreement. Otherwise the sales conditions in the annex shall apply.
3. If no fixed price agreement has been made, we reserve the right to make reasonable price adjustments due to changes in wages, materials and sales costs for deliveries.

The prices and costs are based on the Seller's purchase and manufacturing costs at the time of the conclusion of the contract. Should these prices and costs increase for reasons beyond the Seller's control until the time of delivery, the Seller may pass on this cost increase to the Customer. The seller will inform the contracting party about the increase.

§ 5 Rights of Retention

The Buyer has a right of retention of payment only insofar as their counterclaim is based on the same contractual relationship.

§ 6 Delivery Period

1. The beginning of the delivery period determined by us depends on the Buyer's fulfilment of their obligations in a timely and proper manner. We reserve the right of objection due to non-performance of the Contract.
2. If the Buyer delays the acceptance of goods or if they culpably infringe any other duty to collaborate, we shall be entitled to claim for damages, including possible additional expenditure. Further claims shall remain reserved. Provided that the aforesaid conditions exist, the risk of an unexpected loss or an unexpected deterioration of the goods will pass to the Buyer at the moment in which when they entered into arrears of acceptance or payment.
3. Any further legal claims and rights of the Buyer due to delayed delivery remain unaffected.

§ 7 Transfer of Risk upon Shipment

If the goods are sent to the Buyer at the Buyer's request, the risk of accidental loss or accidental deterioration is transferred to the Buyer with the departure from the plant/warehouse at the latest. This applies regardless of whether shipment is made from the place of performance or regardless of who bears the freight costs.

§ 8 Retention of Title

1. We reserve ownership of the delivered item until all claims from the delivery contract have been paid in full. This shall also apply to all future deliveries, even if we do not constantly and expressly refer to this fact. In the event of breach of the Contract by the Buyer, we shall be entitled to take back the goods supplied.
2. The Buyer pursues to handle the object of purchase with care until ownership has transferred to the Buyer. They are particularly obliged to insure them against theft, fire and water damage at their own expense to cover the replacement value. If maintenance and overhaul works have to be carried out, the Buyer shall carry out such work at their own cost and in a timely manner. Until such time as the property ownership has been transferred, the Buyer has to inform us immediately in writing if the delivered goods are seized or exposed to other interventions by third parties. As far as such third party is unable to reimburse us for the court and out-of-court costs of a lawsuit according to § 771 ZPO, the Buyer is liable for the loss incurred by us.
3. The General Sales Conditions shall apply for product returns and fees.

§ 9 Warranty, Notice of Defects, Recourse, Manufacturer's Recourse

1. Buyer's warranty rights shall require that they comply with the obligations of examination and reproof according to § 377 HGB.
2. The statute of limitations for defect claims is 12 months after delivery of goods to the Buyer. Statutory period of limitation shall apply for claims for damages in case of wilful intent and gross negligence as well as injury to life, physical injury and damage to health based on a deliberate or negligent breach of duty. (Note: for the sale of used goods, the warranty period can be excluded with the exception of claims for damages stated in the second sentence).
3. Should the delivered goods have any defects at the time of delivery despite all due care, which already existed at the time of the transfer of risk, such goods shall be repaired or replaced subject to a timely complaint. We must be always be given an opportunity to fulfil the order within a reasonable period. Recourse claims shall remain unaffected by the above regulation without limitation.
4. If the supplementary performance fails, then the Buyer can – without prejudice to any damages claims – withdraw from the Contract or reduce the remuneration.
5. Claims for defects shall not apply in case of minor deviations from the agreed quality, in case of minor impairment of usability, in case of natural wear and tear as well as in case of damage after the transfer of risk which occurred due to negligent handling, excessive loads, unsuitable equipment, imperfect workmanship, unsuitable building ground or which arise due to special external influences which are not presupposed in accordance with the Contract. If the Buyer or third parties carry out alterations or repair work improperly, no warranty claims shall be accepted for such work or for any consequences thereof.
6. Claims asserted by the Buyer on account of the expenditure required for rectification, in particular the cost of transportation, travelling, labour, and material, are excluded insofar as the costs are increased because the object of the delivery has been subsequently forwarded to another place other than the Buyer's place of business unless the transfer would correspond to its designated use.

7. The Buyer's right of recourse against us is limited to cases where the Buyer has not made any agreements with their own customers beyond the mandatory statutory claims against defects. Regarding the extent of the Buyer's right to recourse against the Supplier, paragraph 6 shall be applied accordingly.

§ 10 Warranties

The special sales conditions in the attachment apply to guarantees.

§ 11 Miscellaneous

1. This Contract, as well as the entire legal relationship between the parties is subject to the law of the Federal Republic of Germany with the exclusion of the UN sales law (CISG).
2. Place of fulfilment and sole court of jurisdiction for all disputes arising from this Contract is our place of business insofar as not otherwise agreed upon in the order confirmation (Note: The use of the provision is inadmissible if at least of the parties is a company not registered in the Commercial Register)
3. All agreements that are made between the parties for the purpose of contract execution are stipulated in this Contract in writing.

Domain Names and Intellectual Property Rights:

The other party may not register or use a Point of Sports domain name. The other party is also not allowed to register a social media account using a Point of Sports domain name. This concerns domain names with or without an addition next to the words Point of Sports, POD, POD International, Point of Distribution, Rollerbone, Spinera, Spinera Professional, Yachtbeach, Jetxtender. The other party and/or dealers may not use such domain names or other IP rights of Point of Sports GmbH. Exceptional cases are only possible in consultation.

Point of Sports hold all intellectual property rights of its above mentioned brand and trade names, as well as of the images and/or logos used as part of its business operations, including the logos, images, (word)brands and texts on its website: www.pod.international and the used proposals, brochures and/or digital information files.

The other party and/or its affiliates may not use, copy and/or disclose the trademarks and copyrights of Point of Sports for other purposes than the implementation of the agreement concludes with Point of Sports.

Attachment:

Special Sales Conditions

POD International:

PREORDER CONDITIONS

The preorder volume must be shipped before 31.05. of the following year. All goods must arrive within a maximum of two shipments.

To become a dealer you have to order at least 2.000 € excl. VAT.

TERMS OF PAYMENT

For new customers in Germany/Austria/France/UK we are allowed to send first two shipments only with prepayment. Then you can choose:

Prepayment	0% allowance
Sepa Direct Debit:	3% allowance / 7 days (possible after two times prepayment)
Wire Transfer:	0% allowance / 10 days
Credit Card:	0% allowance / advantage of longer time for payment

Return debits:

Should the direct debit be charged back to Point of Sports GmbH, (for example due to insufficient funds in the account) the discount will be forfeited and the resulting bank charges will be charged at a flat rate of € 10,-. From the 2nd direct debit return, subsequent deliveries are only possible by cash on delivery.

Payment Delays:

After 2nd reminder we only ship cash on delivery or prepayment with 0% allowance for the next three shipments.

After 3rd reminder we give the debt claims directly to our debt collection company **GEVO Recouvrement de Créances s.à.r.l.** All costs incurred by this will be charged to debtor.

For all other countries we work on basis of prepayment only.

SHIPPING CONDITIONS

General:

- The delivery of our goods will be carried out by GLS for standard shipments less than 30kg.
- For bigger or bulky shipments we will use one of our forwarding agencies and charge the best possible freight cost.
- If Express delivery is necessary we will use TNT and charge the best possible freight cost. All open points regarding the delivery and payment must be clarified until 14:00 p.m. so that the shipment can leave on the same day.
- All our packages have transport insurance.
- All shipments are ex works warehouse 83064 Raubling.

GLS Prices:

You can find the current prices in our Shipping Pricelist

Export shipments (outside EU – 1.000 Euro value of goods required):

For all Shipments that are delivered outside of the EU we need to charge:

- Export Handling Charge: 30 € / 40 USD
- Export Custom Clearance: 60 € / 80 USD
- In case necessary Export Certificate of Origin (COO): 50 € / 70 USD
- Express creation of COO add. 40 € / 60 USD

If other necessary costs might occur we will inform you accordingly.

Dropshipping:

For any alternative shipping address we need to charge 5,- EUR in addition for special handling. If you order through our B2B system no dropshipping handling charge occur. Dropshipping is only possible under reserve for dealers with preorder stock level.

PRICES

All named dealer prices are excl. of VAT. All named customer prices are incl. of 19% VAT. All prices and lists can be changed anytime without any publication before.

We can only ship without VAT within EU if we have a confirmed VAT number from the customer.

B2B

Please ask info@pod.international for your login datas.

This platform offers you variable advantages like:

- Insight to stock level and dealer/consumer prices
- Insight into delivery dates
- faster, higher priority in fulfilment
- no dropshipping fee
- more product details

Dropshipping is only possible under reserve for dealers with preorder stock level.

GENERAL TERMS

The Conditions are based on the general Terms & Conditions of Point of Sports GmbH.
The goods are in property of Point of Sports GmbH until complete payment is received.

GUARANTEE

We are very proud of the high quality standards of our products. Occasionally, a product may have a manufacturing defect. As soon as a guarantee claim with the original invoice and product pictures has been submitted, our employees will immediately take care of your submission and provide a solution. Please note the duration of the warranty claims for private or commercial use.

Out of guarantee:

- normal wear and tear
- Handles, zippers, straps
- other connecting parts
- the wear of the neoprene covers / pads, handles of the towables
- damage due to improper handling, maintenance or storage
- damage from sharp objects
- damage caused by exceeding the recommended number of users
- damage caused by external violence, such as Sliders, kickers, docks
- crack in the nylon cover of a tube with above-average stress (identified by wear on handles, drawbar eyes or faded colors)
- cracks in the material due to overinflation (identified by material tests in the course of the complaint process)

WARRANTY FOR PRIVATE USE

Unless the manufacturer expressly states otherwise, the guarantee begins at least from the date of sale:

3 years: Yachtbeach 3.0, 4.1, Jetxtender glued by hand, Aquabanas Line

2 years: UNION Aquaparks

1 year on all other Yachtbeach and Jetxtender products, customized Yachtbeach and Aquabanas products, Spinera Consumer Products, Spinera Professional HD Products, Spinera Aquapark

6 months at: Fashion, neoprene, bindings, wakeskates, tubes, bags, fins, ropes, handles, kayak, SUP, skis, wakeboards and Aquamarina products

The date of purchase must be proven with the customer's original invoice. The guarantee expires if the customer changes the delivered goods or improperly assembles them.

WARRANTY FOR PROFESSIONAL / COMMERCIAL USE

Guarantee from the date of purchase:

Spinera Professional: 3 months

Spinera Professional HD products & Spinera Aquapark: 12 months.

Improper storage violates the guarantee. The towables should not be stored in direct sunlight when not in use.

Furthermore, all products must be washed with fresh water after each use in sea water to prevent premature material wear.

No warranty will be granted on consumer products for commercial use. This also applies to Aqua Marina products.

We reserve the right that small holes have to be glued by the user himself during commercial use. If required, we provide the glue free of charge.

Strategy for an effective and fast execution of complaints:

Please use the following items to verify if your customer has a warranty claim:

1. Purchase date, slider or kicker damaged, normal wear and use...
2. If the damage appears to be due to a material or manufacturing defect, be sure to contact us before sending the damaged item to us. Often the problem can be clarified over the phone. Usually it is sufficient to send a digital photo of the damaged goods by email.
3. We will then decide whether or not you should send the goods to us in Germany for inspection. If you need to return goods, the package must be sufficiently franked. We will not cover the cost of returning the defective item, but we will cover the cost of shipping the new or repaired product. We do not accept freight collect parcels! Please include a copy of the original invoice with the date of purchase and a brief description of the damage.
4. If it is a material or production defect, the goods will be repaired accordingly or we will send a replacement.
www.pod.international info@pod.international

If you urgently need a replacement before the claim could be finished, you are welcome to order and pay for the same item. If it turns out to be a warranty case, we will refund the full purchase price. If there is no warranty, you can decide whether you want to keep the replacement product or prefer to return it.

RETURN OF GOODS / RESTOCKING FEE

On return of goods we upraise a restocking fee of 15 %.

We will not accept any shipments that arrive at our location without prepaid freight or not original packed!

TRANSPORT DAMAGE & INCOMPLETENESS

If you notice that the goods arrived in a damaged condition or something is missing you have to claim this immediately within 3 working days via Email at info@pod.international . We will not accept claims forwarded later.

UNPACKING / REPACKING FEE

On unpacking or repacking confirmed orders we upraise an unpacking / repacking fee of 15€ / 15min. of worktime. The Minimum amount is 30€ for 30 minutes.