

# General Terms and Conditions (GTC) of Arena Sport und Outdoor GmbH, dated 01.06.2023

Please read these GTC carefully before placing a binding order.

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## **I. General Provisions**

### **A. Validity and Operation of the GTC**

These General Terms and Conditions (GTC) apply to the contractual relationship between the customer and the retailer Arena Sport und Outdoor GmbH.

These GTC contain two types of contracts. The provisions in the chapter "Shop" (chapter II.) apply to purchase contracts and the sports equipment service. The provisions in the chapter "Rental Service" (Chapter III.) apply to the rental business. For both types of contracts, the "General Provisions" (Chapter I.) apply equally.

Individual agreements concluded with the customer take precedence over these GTC.

The contract language is exclusively German. If the present English text and the German text are in conflict, the German text shall prevail in its validity.

### **B. Capacity to Act**

The customer confirms to be of age (i.e. 18 years or older) at the time of the conclusion of the contract and to be duly authorized for the conclusion of the contract if he acts as an organ or representative. If he is not, he is liable for the consequences of the cancellation of the contract and for the resulting damage.

### **C. Personal Performance and Transferability of Claims**

Arena Sport und Outdoor GmbH can call in third parties for the fulfilment of the contract towards the customer at any time and without further consent of the customer.

Claims of Arena Sport und Outdoor GmbH against the customer can be assigned at any time and without the customer's involvement.

### **D. Data Protection**

Information on the processing of your personal data can be found in the data protection information on our website, available at [arena.premiumsportsgroup.ch/datenschutzerklaerung](https://arena.premiumsportsgroup.ch/datenschutzerklaerung)

### **E. Applicable Law and Place of Jurisdiction**

The contractual relationship, its performance and the claims arising therefrom shall be governed exclusively by Swiss substantive law, excluding the conflict of laws rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Hague Convention and private international law, subject to mandatory statutory standards.

The exclusive place of jurisdiction is at the registered office of Arena Sport und Outdoor GmbH. The mandatory places of jurisdiction provided for by law remain reserved. The Arena Sport und Outdoor GmbH also reserve the right to sue you at your regular place of jurisdiction.

## **F. Severability Clause**

Should any of the provisions of these GTC be or become illegal, invalid or unenforceable for any reason, this shall not affect the validity of the remaining provisions. Unless otherwise agreed, the invalid provision shall be deemed to be replaced by a valid provision which takes into account as far as possible the economic purpose of the provision and the intention of the parties at the time of conclusion of the contract. The same rule applies to any loopholes in these GTC.

## **G. Amendment of the GTC**

These GTC may be modified at any time. All modifications shall become effective upon publication of the new GTC on the website. The relevant point in time for the applicability of the valid GTC is the date of submission of the binding order to us.

## **II. Shop**

Arena Sport und Outdoor GmbH operates an online shop through which the customer can conclude purchase contracts for the products offered. In the context of the purchase contracts, Arena Sport und Outdoor GmbH is hereinafter referred to as the seller.

### **A. Customer Account**

If the customer wishes to place an order via the online shop, he/she must create an online customer account for this purpose.

When registering a customer account, information about completed orders can be viewed and address data can be stored. Registration creates a permanent customer account.

If the customer creates an online account, he/she is responsible for ensuring that the personal data required for registration are truthful and complete. The customer is obliged to treat the personal access data confidentially and not to make them available to unauthorized third parties. Should the customer receive indications of misuse of the customer account by third parties, he/she must inform the seller immediately.

The registration is free of charge. Each customer is only entitled to maintain one customer account. The right to delete multiple customer accounts and to admonish, block or delete or change the content of registered customers who violate these GTC or individual agreements is reserved by the seller.

Furthermore, there is no obligation to accept the registration or the order of a registered customer.

The customer acknowledges that the customer account and the shop are provided as a service without obligation and can be revoked at any time. The customer therefore has no claim to use and function of the shop in general or according to a certain state of the art. In particular, no responsibility is assumed for the uninterrupted availability of the platform and the data managed therein.

Due to the nature of the internet, transmission times and transmission quality of data depend on the load of the internet. Furthermore, it is not possible to develop and operate software completely free of errors and to exclude all uncertainties in connection with the Internet. In this respect, no liability is accepted for the (temporary) unavailability of the shop or for the faulty transmission of information.

### **B. Conclusion of Contract**

The product presentations in the online shop serve to submit an offer for the conclusion of a contract. The product illustrations may differ from the real product and are non-binding. By clicking the button "order with costs", the customer submits a binding offer. The sale of our products is for private use only.

Confirmation of receipt of the order is sent by an automated e-mail immediately after the order has been sent and does not constitute acceptance of the contract. The contract is concluded with the sending of a separate order confirmation by e-mail or by delivery of the products.

The seller is not obliged to accept an offer from the customer. Any payment already made will be refunded if the offer is rejected. The customer is bound to the offer for 5 days.

The seller reserves the right to withdraw, replace or exchange the products offered on the website.

Prerequisite for a valid conclusion of a contract in the online shop is the domicile or registered office of the customer in Switzerland. If the customer is a consumer, he must have the residence in Switzerland and assures this with his order.

## **C. Prices, Payment, Discounts and Shipping Costs**

All prices are inclusive of all taxes and duties applicable at the time of booking and less the optional discount. Prices are displayed in Swiss Francs (CHF). Payment is only possible in CHF.

The customer has the option to pay with the means of payment that are displayed on the website or during the order process. These may change from time to time.

Any other fees arising from the payment, which are not caused by the seller (bank commissions, exchange rate-related bank fees, etc.) shall be borne exclusively by the customer.

The terms of payment result from the means of payment selected during the ordering process (e.g. direct debit via credit card or TWINT, purchase on account) or from the invoice sent.

After expiry of the payment deadline stated in the invoice, the customer shall be in default. If the customer is in default, he shall owe interest on arrears in the amount of 5%. The customer may be charged a reminder fee of CHF 5 for each reminder sent to him/her after the default has occurred. In addition, any collection, legal and court costs shall be borne in full by the customer. We reserve the right to prove and claim higher damages caused by default.

The online discounts and/or discount codes shown cannot be combined with each other.

Deliveries are only made to customers with their registered office or domicile in Switzerland.

## **D. Delivery Conditions**

### **1. Delivery**

Deliveries are only made to customers with their registered office or domicile in Switzerland and only to delivery addresses located in Switzerland. For deliveries to foreign addresses, please contact the seller directly.

Unless otherwise agreed, products will be delivered from the warehouse to the shipping address provided by the customer.

If not all ordered products are in stock, the seller is entitled to partial deliveries, as far as this is reasonable for the customer. Any deadlines shall only begin with the receipt of the last partial delivery.

Delivery times or stock levels stated in the shop or in our correspondence are non-binding and are for information purposes only.

If the delivery of the products fails due to the fault of the customer despite three delivery attempts, the seller may withdraw from the contract. Any payments made will be refunded to the customer.

If the ordered product is not available because the seller is not supplied with this product by its supplier through no fault of its own, or other obstacles such as force majeure and resulting bottlenecks in our supply chain, the seller may withdraw from the contract. In this case, the customer will be informed and, if necessary, the delivery of a comparable product will be suggested. If no comparable product is available or if the customer does not wish to receive a

comparable product, the seller will refund any consideration already paid.

## **2. Collection**

You have the option of collecting products ordered via the shop at one of our collection points. You can specify the collection point during the order process in the online shop.

You will receive a notification from us as soon as the ordered products are available at the collection point.

The products ordered by you at the collection point can be picked up by you during the opening hours of the collection point for a period of 10 days from our notification of readiness for collection. After this period, we offer no guarantee that the product will still be available at the collection point. Furthermore, we have the right to withdraw from the contract. We will refund any money already paid.

If you are unable to meet the first collection deadline, you can extend the collection deadline by a further 10 days via your customer account.

Before handing over the product, the customer must present an official photo ID (e.g. passport or driving licence) as well as his (printed) collection authorisation at the collection point and agrees that a copy of these documents will be made.

### **E. Retention of Title**

Seller shall remain the owner of the Products delivered until the purchase price has been paid in full. For this purpose, the seller may register the retention of title in the public register.

### **F. Notification of Defects and Warranty**

The customer's warranty claims are limited to replacement delivery or removal of defects/rectification to the exclusion of all other claims, in particular rescission, reduction or compensation for indirect and consequential damages. The seller shall decide on replacement delivery or rectification of defects at its own discretion. If subsequent delivery or rectification fails, the customer is entitled to withdraw from the contract in case of substantial defects.

The customer is obliged to inspect the products received immediately and with due care for deviations in quality and quantity and to notify the seller of obvious defects within 3 days of receipt of the products (notice of defects). If the customer receives shortages or defective products that have been damaged in transit, the customer shall immediately notify the seller by e-mail or letter within 3 days of receipt of the products. The same deadline applies to hidden defects discovered later. In case of violation of the obligation to inspect and report defects, the assertion of warranty claims is excluded.

If defects are not reported in time, the customer forfeits his legal and contractual warranty rights. In addition, the customer helps the seller with his complaint to be able to assert claims of the seller against the carrier or the transport insurance.

### **G. Returns after Withdrawal from the Contract or in the Event of a Defect**

Return after withdrawal from the contract:

A withdrawal can only be made if the product has no defects or damage, is unused and can

be returned in its original packaging with delivery note and return form. If the customer wishes to withdraw from the contract after he has already received the product, he can notify the seller of this in the customer account within 14 days of receipt of the product. The product to be returned must be labelled with the business reply label (GAS label) provided and returned within 5 days of receipt of the GAS label. Alternatively, the product can also be handed in at a branch of the seller.

Return in case of defect:

If the product is to be returned to the seller due to a defect, irrespective of the type of warranty (cancellation, rectification, etc.), the product concerned must be labelled with the business reply label (GAS label) provided and returned within 5 days of receipt of the GAS label. Alternatively, the product may be returned to a branch of the seller.

The costs of using the GAS label or other means of transport provided by the Seller shall be borne by the Seller. Costs for all other delivery methods or carrier services shall be borne by the buyer.

## **H. Liability**

Unlimited liability: The seller shall be liable without limitation for direct damages arising from intent and gross negligence as well as in accordance with the Federal Act on Product Liability. For slight negligence, the seller is liable for damages resulting from injury to life, body and health of persons.

In all other respects, the following limited liability shall apply: Liability for slight negligence shall be limited in amount to the price of the product, to the extent permitted by law. This limitation of liability shall also apply in favor of the seller's associates.

The liability for further damages, especially but not exclusively indirect, consequential damages etc. is completely excluded.

## **I. Sports Equipment Service in Particular**

The customer can book different sports equipment services in the online shop. In the context of the sports equipment service, Arena Sport und Outdoor GmbH is referred to as the entrepreneur. For the sports equipment service, the provisions for the shop (Chapter III.) are applicable, but with the addition and reservation of the following provisions:

### **1. Binding Adjustment**

If binding adjustments are made to skis within the scope of a sports equipment service, the following shall apply: Ski boots will be adjusted to the ski binding. Provided that the customer's ski boots are available within the scope of the service, the binding adjustments comply with the safety specifications of the Advisory Council for Accident Prevention (ISO standard 11110).

In the course of the return of the sports equipment to the customer, no separate safety-technical inspection and adjustment according to ISO 11110 will be carried out.

### **2. Handover and Return of the Sports Equipment**

The handover and return of the sports equipment is based on the individual agreement between the customer and the contractor.

### **3. Notice of Defects and Warranty**

The customer is obliged to check the sports equipment immediately and with due care upon

return after the service has been completed and to notify the contractor of any obvious defects in the service within 3 days of receipt of the equipment (notice of defects). The same period shall also apply to hidden defects discovered later. In the event of a breach of the obligation to inspect and give notice of defects, the assertion of warranty claims shall be excluded.

If defects are not notified in time, the customer shall forfeit his statutory and contractual warranty rights. In addition, the customer's complaint helps the contractor to be able to assert claims of the contractor against the carrier or the transport insurance.

The customer's warranty claims shall be limited to rectification of defects to the exclusion of all other claims, in particular reduction of the remuneration for the work or compensation for indirect and consequential damage.



### **III. Rental Service**

The Arena Sport und Outdoor GmbH (referred to as lessor in the context of the Rental Service) operates an online booking platform through which various rented objects can be rented.

#### **A. Customer Account**

If the customer wishes to rent a rented objects via the online booking platform, he/she must create an online customer account for this purpose.

When registering a customer account, information about completed orders can be viewed and address data can be stored. Registration creates a permanent customer account.

If the customer creates an online account, he/she is responsible for ensuring that the personal data required for registration are truthful and complete. The customer is obliged to treat the personal access data confidentially and not to make them accessible to unauthorized third parties. Should the customer receive indications of misuse of the customer account by third parties, he/she must inform the lessor immediately.

The registration is free of charge. Each customer is only entitled to maintain one customer account. The lessor reserves the right to delete several customer accounts and to admonish, block or delete or change the content of registered customers who violate these GTC or individual agreements.

Furthermore, the lessor is not obliged to accept the registration or the order of a registered customer.

The customer acknowledges that the lessor provides the booking platform without obligation and revocable at any time as a service. Therefore, the customer has no claim to the use and function of the booking platform in general or according to a certain state of the art. In particular, the lessor assumes no responsibility for the uninterrupted availability of the platform and the data managed therein.

Due to the nature of the internet, transmission times and transmission quality of data depend on the load on the internet. In addition, according to the current state of the art, it is not possible to develop and operate software completely free of errors and to exclude all uncertainties in connection with the internet. In this respect, the lessor assumes no liability for (temporary) unavailability of the booking platform or for incorrect transmission of bookings.

#### **B. Conclusion of Contract**

The product presentations on the booking platform serve to submit an offer for the conclusion of a contract. The product illustrations may differ from the real product and are not binding. By clicking the button "reserving subject to payment", the customer submits a binding offer. The rental of the products is for private use only.

The confirmation of the receipt of the order is made by automated e-mail immediately after sending the order and does not constitute an acceptance of the contract. The contract is concluded with the dispatch of the voucher (reservation confirmation).

The lessor is not obliged to accept an offer of the customer. Any payment already made will be refunded if the offer is rejected. The customer is bound to the offer for 5 days.

The lessor reserves the right to withdraw, replace or exchange the products offered on the website.

## **C. Booking Procedure**

### **1. Booking**

The booking platform contains the presentation and bookability of rented objects of the respective rental store. After completion of the booking process with or without payment, the booking platform automatically generates a voucher (reservation confirmation), which is sent to the customer by e-mail and also makes this voucher available for download on the booking completion page.

With this (printed) voucher, the customer can pick up the booked rented objects in the rental store. Furthermore, the booking information is forwarded to the respective rental store. After the rental, the customer automatically receives an e-mail with a request for feedback.

With the completion of the booking, the customer confirms the accuracy of his personal data, which is used for the professional adjustment of the sports equipment.

### **2. Identification of the Customer on Site**

Before the rental equipment is handed over, the customer must present an official photo ID (e.g. passport or driver's license) as well as his (printed) booking confirmation in the rental store and agrees that a copy of these documents will be made. If the rental store has any queries regarding the age of children or adolescents for whom the customer is concluding the rental contract, an official photo ID attesting to the stated age must be presented to the rental store staff responsible.

### **3. Validity of the Booking**

The reservation order with regard to the rental object becomes valid upon receipt of the reservation confirmation (voucher).

Rentals after 3:00 p.m. (except depot and bikes) will be charged only from the following calendar day. If the rental object (except bikes) is returned before 10:00 a.m., the current calendar day will not be charged.

The rental store keeps the reservation of the rental object until the close of business of the first reservation day. After this period the reservation loses its validity. If the reservation cannot be used for any reason, we will refund any deposit paid for the reservation until the day the reservation begins.

The rental price is valid only for consecutive days.

In the case of online bookings made less than 48 hours in advance, a pick-up on the previous day or the specific desired rented objects cannot be guaranteed in advance, but only the pick-up on the rental day or a rental object from the booked category.

## **D. Rental Conditions**

### **1. Handing Over of the Rented Object to the Customer**

Until the complete payment of the rental price (online or in the rental store on site) the lessor is not obliged to hand over the rental object.

The customer has to check the rental object immediately and on site for defects upon handover. If the rental object already has defects when it is handed over to the customer, the customer can - if the rental store cannot remedy the defect or cannot provide an equivalent replacement - withdraw from the contract. Otherwise there are no warranty rights.

The customer is fully responsible for the rental object and has to use it according to its function and conditions of use carefully and as intended.

The customer may not change the setting of the sports equipment made by the rental store without authorization.

## **2. Defects Discovered Later**

The customer must report to the lessor any defects that he/she is not responsible for eliminating. If the customer fails to report the defect, he/she is liable for the damage caused to the Lessor.

## **3. Prohibition of Subletting and Passing on**

The subletting or other passing on of the rented object to third parties is not permitted. The customer shall ensure that the rented object is stored in such a way that any confusion or theft is prevented. The rented object is not insured unless insurance is taken out. In case of theft due to violations of the imposed safekeeping obligations, the customer is liable for the current value.

## **4. Right of Withdrawal**

In case of injury or illness of the customer during the rental period, the lessor will refund the money for the remaining rental period, provided that the rented object is returned immediately.

In case of cancellation, the rental store should be contacted directly (contact details on the booking confirmation) by phone +41416205577 or by e-mail to [spezialisten@arenasport.ch](mailto:spezialisten@arenasport.ch).

## **5. Return of the Rented Object**

The customer has to return the rented object punctually at the agreed time or in the agreed time window. In the event of late return, the cost of the rental shall be increased by the corresponding period of delay pro rata temporis and shall be payable upon return.

The customer has to return the rented object in a usable condition. The customer shall not be liable for defects and wear that occur on the rented object as a result of its intended use. If the rental object has defects that go beyond the consequences of the intended use, the customer shall be liable for the repair costs and, where these are not possible or are not more favorable, for the current value of the rental object.

The lessor shall inspect the rented object for defects immediately and on site after return by the customer. If the defect is not reported within 24 hours, the rented object is considered to be returned without defects.

## **6. Theft or Damage of the Rented Object**

The rented object is generally insured against damage (except bicycles). In case of theft the customer has to pay the current value of the rental object.

In case of willful damage the customer has to pay the repair costs. If the repair is not possible for this reason, the customer shall pay the current value of the rented object.

## **7. Prices, Payment and Discounts**

All prices are inclusive of all taxes and duties applicable at the time of booking and less the optional discount. Prices are shown in Swiss Francs (CHF). Payment is only possible in CHF.

The customer has the option to pay with the means of payment displayed on the website or during the order process. These may change from time to time.

The payment conditions result from the means of payment selected during the ordering process (e.g. immediate debit via credit card, TWINT, Purchase on account) or from the invoice sent.

Any other fees arising from the payment not caused by the lessor (bank commissions, exchange rate-related bank charges, etc.) are borne exclusively by the customer.

If the customer is in default of payment, he owes a default interest of 5%. The customer may be charged a reminder fee of CHF 5 for each reminder sent to him after the default has occurred. Any collection, legal and court costs shall additionally be borne in full by the customer. The proof and the assertion of a higher damage caused by delay remains reserved.

The stated online discounts (special price advantages of the respective rental store) and/or discount codes cannot be combined with each other.

## **8. Binding Adjustment**

Ski boots will be adjusted to the ski binding. If both rented objects are rented, they will comply with the safety specifications of the Advisory Office for Accident Prevention (ISO standard 11110).

In the course of handing over the rented object, no separate safety check and adjustment according to ISO 11110 will be carried out. If requested and obligatory for own equipment (e.g. own ski boot and rental ski or own ski and rental boot), an inspection and adjustment according to ISO 11110 will be carried out for a fee.

This adjustment takes about 10 minutes on site. If the customer does not have an inspection carried out for the rented material (ski and boot), the ski binding will be adjusted by hand according to ISO number.

## **9. Liability**

Unlimited liability: The lessor is liable without limitation for direct damage caused by intent and gross negligence. In addition, he is liable for slight negligence for damages resulting from injury to life, body and health of persons.

The remaining liability for further damages from contract or tort, in particular but not exclusively also for indirect, consequential damages, etc. is hereby fully excluded.

Furthermore, we do not assume any contractual or non-contractual liability for damages caused by associates used for the performance of the service.

Subject to the foregoing, the total liability under these GTC, regardless of the reason, and to the extent permitted by law, is limited to the value of the service purchased by the customer.

## **10. Exchange**

A model change of the rented sports equipment within the pre-booked category is free of charge. If a booking is changed to a higher category, the surcharge according to the price list must be paid in advance online or on site. The respective rental conditions of the rental store on site apply.

## **11. Place of Fulfillment**

The place of performance is the place of the company headquarters of the lessor or that which results from the individual agreement with the customer.

## **12. Mandatory Daytime Running Lights for E-Bikes**

For driving an e-bike, a daytime running light is mandatory. The lighting obligation applies in particular to all public traffic areas, which also includes a forest path or a bike trail.

If the light source on the rented e-bike does not provide the desired performance or if it is defective because of a fall or otherwise, the customer must report this to the lessor immediately. In the event of loss or theft of the lights, the provisions under Chap. 6 "Theft or Damage of the Rented Object" shall apply.

The Arena Sport und Outdoor GmbH does not assume any liability for damage resulting from the violation of the daytime running light obligation, in particular also no liability for administrative fines. Furthermore, the liability provisions in Chapter 9 "Liability" shall apply.