

## General Terms and Conditions for Webshop

### § 1 General information

(1)

These General Terms and Conditions (hereinafter referred to as the "GTCs") of

**BELY Balance GmbH & Co. KG, represented by  
Peter Brehm Management GmbH, Am Mühlberg 30, 91085 Weisendorf,  
represented by the managing director, Mr Oliver Brehm  
Am Mühlberg 34  
91085 Weisendorf**

**Phone: + 49 9135 7103-11  
E-Mail: info@bely-balance.de  
VAT ID No: DE326860274**

(hereinafter referred to as "BELY Balance" or "we"), apply to all contracts concluded via this website when selling to business operators and consumers. The contractual partner is BELY Balance GmbH & Co KG.

(2)

A business operator within the meaning of § 14 of the BGB (German Civil Code) is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

(3)

A consumer in the sense of § 13 of the BGB is any natural person who concludes a legal transaction for purposes that cannot be predominantly attributed to his commercial or self-employed professional activity.

(4)

Customers, within the meaning of the terms and conditions, are both consumers and business operators.

(5)

Our GTCs have exclusive validity. Conflicting or deviating terms and conditions of the customer are not recognised, unless we expressly agree to their validity. Our General Terms and Conditions shall also apply if we perform our services to the customer without

reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale.

## **§ 2 Conclusion of contract**

(1)

The subject of the contract is the sale of goods.

(2)

The presentation of goods in the online shop does not constitute a binding offer on the part of BELY Balance.

(3)

An order by a customer is a binding offer in the sense of § 145 BGB.

(4)

By clicking on the "Buy" button, the customer places a binding order for the items in the shopping cart. We will confirm receipt of your order by e-mail immediately after sending the order. A binding contract is concluded upon receipt of an express order confirmation by e-mail.

(5)

We are not obliged to accept purchase offers from the customer and can refuse to accept them at any time without giving reasons. In this case, we will inform the customer immediately by e-mail about the non-acceptance of the offer.

(6)

If the price information on the website is incorrect, we will inform the customer of this immediately by e-mail and will not process the purchase. If the customer has already paid the purchase price, we will refund the amount in full.

(7)

The text of the contract will be stored by us and sent to the customer after conclusion of the contract together with these General Terms and Conditions and customer information in text form (e.g. e-mail, fax or letter).

### **§ 3 Legal right of withdrawal**

(1)

Consumers have a legal right of withdrawal, which is explained below. A consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity.

(2)

The following cancellation policy applies to goods that can be returned normally by post (goods that can be sent by parcel post):

#### **Cancellation policy**

##### **Right of withdrawal**

***You have the right to revoke this contract within fourteen days without giving reasons.***

***The revocation period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, took or has taken possession of the last goods.***

***To exercise your right of withdrawal, you must inform us (BELY Balance GmbH & Co. KG, Am Mühlberg 34, 91085 Weisendorf, Phone: +49 9135 7103-11 E-Mail: [info@bely-balance.de](mailto:info@bely-balance.de)) by means of a clear declaration (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this contract.***

***You can use the attached model revocation form, but this is not mandatory.***

***In order to comply with the revocation period, it is sufficient to send notification of the exercise of the right of withdrawal before the end of the revocation period.***

##### **Consequences of withdrawal**

***If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choosing a different method of delivery to the cheapest standard***

***delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your withdrawal from this contract. We will use the same means of payment for this refund as those used by you for the original transaction unless expressly agreed otherwise with you, and in no event will you be charged for this refund. We may refuse the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.***

***You must return or hand over the goods immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract to us, BELY Balance GmbH & Co KG, Am Mühlberg 34, 91085 Weisendorf, Phone: +49 9135 7103-11 E-Mail: [info@bely-balance.de](mailto:info@bely-balance.de).***

***The deadline is deemed to have been met if you send the goods before the expiry of the fourteen days.***

***You shall bear the direct costs of returning the goods.***

***You will only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods other than that which is necessary for checking their nature, properties and functioning.***

**Return Policy: Merchandise must be returned complete, in its original condition intact and without damage, in the original retail packaging and a shipping carton. Before returning the goods, please contact customer service. E-mail: [info@bely-balance.de](mailto:info@bely-balance.de)**

(3) Grounds for exclusion and termination:

The right of withdrawal does not apply to the following contracts:

contracts for the supply of goods which are not prefabricated and for the production of which the consumer has an individual choice or provision, or which are tailored to the personal needs of the consumer

Contracts for the supply of goods that can spoil quickly or whose expiry date would be quickly exceeded;

Contracts for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene (such as toothbrushes, razor blades, etc.) if their seal has been removed after delivery,

Contracts for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature,

The right of withdrawal expires prematurely for contracts

for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery

for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature;

(4)

**Model Withdrawal form**

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

**To:**

**BELY Balance GmbH & Co. KG, represented by  
Peter Brehm Verwaltungs GmbH, Am Mühlberg 30, 91085 Weisendorf, represented by  
the managing director, Mr Oliver Brehm  
Am Mühlberg 34  
91085 Weisendorf  
Phone: +49 9135 7103-11  
E-Mail: [info@bely-balance.de](mailto:info@bely-balance.de)**

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

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

*Name of the user(s)*

*Address of the user(s)*

*Signature of the user(s) (only for paper notification)*

*Date*

*(\*) Delete as appropriate.*

*This model withdrawal form is provided again separately as an additional attachment  
to your order confirmation to provide you with an easy way to print this form  
(["printversion"](#)).*

#### **§ 4 Prices of goods, shipping costs and accepted payment methods**

(1)

All prices are inclusive of statutory value-added tax. Any additional delivery and shipping costs that may be incurred will be stated separately in the respective product description. The prices at date of order shall apply for the goods ordered in the online shop. They are explicitly stated during the ordering process. You will also be informed about the amount of shipping costs during the order process. For orders received by phone or in writing (e-mail, FAX), the price and delivery terms will be communicated with the sending of the invoice.

(2)

In principle, we offer the payment methods of prepayment (SEPA, Sofort), credit card (VISA and Mastercard), and PayPal. Please note that we only accept payments from accounts within the European Union (EU). Under no circumstances do we cover the costs of a money transaction.

(3)

We reserve the right to exclude certain payment methods in individual cases.

#### **§ 5 Due date and terms of payment**

(1)

Unless otherwise stated below, our invoice claims are due immediately upon conclusion of the contract and are payable without deduction.

(2)

If you pay in advance, you will receive our bank details in the confirmation of receipt. As soon as we have received the amount due, we will ship the goods. If we do not receive the payment within the set period, we will, unfortunately, have to cancel your order.

Our bank details:

Receiver:	BELY Balance GmbH & Co. KG
Bank:	Sparkasse Erlangen, Höchststadt, Herzogenaurach
IBAN:	DE41 7635 0000 0060 1037 58
BIC:	BYLADEM1ERH

(3)

For payment by "PayPal", the "PayPal Terms of Use" of PayPal (Europe) S.à r.l. & Cie, S.C.A. apply. The applicable terms and conditions of use which you, as a user of PayPal, must comply with for PayPal (Europe) S.à r.l. & Cie, S.C.A. are available at [www.paypal.com](http://www.paypal.com).

(4)

In the case of purchases by credit card, your credit card account will be debited when we send the order.

(5)

Invoice claims may be assigned by us to third parties, in particular for refinancing purposes and the purpose of simplified claims handling. We would like to point out that in the event of such an assignment, we shall, under the statutory provisions, provide the third party with the information required for an assignment as well as the information required to assert the assigned claims.

(6)

Without prejudice to other rights to assert damages caused by delay and to collect outstanding debts, we reserve the right to charge you a processing fee of EUR 5.90 (incl. VAT) for the payment request in the event of delay; however, you are at liberty to prove lower damages.

(7)

The customer of the business operator is only entitled to offset rights if his counterclaims are legally established, undisputed or recognised by us. He is then entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

## **§ 6 Retention of title**

The goods shall remain the property of BELY Balance until full payment has been received.

## **§ 7 Delivery**

(1)

If your article is sent as a package, the delivery time is approx. 3-7 working days. The respective valid delivery times can be found in the article details on the product page. The delivery times are also indicated in the order confirmation. The stated delivery times shall commence (i) in the case of payment in advance, on the first working day after receipt of



payment, (ii) in the case of payment by PayPal or credit card, on the first working day after payment has been made and (iii) if other methods of payment are used, on the first working day after receipt of the order.

(2)

We will either deliver ordered goods ourselves, or arrange delivery of them by a third party to the delivery address specified by you.

(3)

We are entitled, to the extent that is reasonably acceptable to you, to render partial services; we shall bear any additional costs incurred as a result. If you do not wish to receive partial services under any circumstances, you must notify us in writing (e.g. by letter, fax or e-mail) immediately after notification of the delay in delivery.

(4)

If we are not able to deliver the ordered goods through no fault of our own, because the pre-supplier has not fulfilled his contractual obligations, or if the goods ordered by you are not available for at least one month due to force majeure, we may withdraw from the purchase contract. We will inform you immediately in the event of such delivery difficulties. In the event of withdrawal in accordance with this clause, we will immediately refund to you any payments already made. Your statutory claims shall otherwise remain unaffected.

## **§ 8 Liability for defects**

(1)

Insofar as we render contractual services and the delivered goods are defective, we will remedy the defects within a reasonable time or deliver defect-free goods. If the rectification fails, the customer is entitled to the legal rights subject to the limitation of liability under § 9. However, the right to withdraw from the contract is limited to the delivered goods.

(2)

The customer shall not receive any legal guarantees from us. Any manufacturer warranties remain unaffected by this.

## **§ 9 Limitations of liability**

(1)

We are liable to our customers - insofar as they are business operators - in the event of grossly negligent and intentional breaches of duty by us, our legal representatives and vicarious agents. In the case of minor negligence, we shall only be liable to business operators - limited to the foreseeable damage typical for the contract - if we, our legal representatives or vicarious agents breach a material contractual obligation ("cardinal obligation"). In the event of a breach of an insignificant contractual obligation, we shall not be liable to business operators in the event of minor negligence. The above limitations of liability do not apply to claims under the Product Liability Act (Produkthaftungsgesetz - ProdHaftG). Furthermore, they do not apply to harm to life, limb or health attributable to us.

The statutory liability regulations apply to consumers.

(2)

Insofar as liability on our part is excluded or limited, this also applies with regard to the personal liability of our employees, legal representatives and vicarious agents.

## **§ 10 Data protection**

Regarding the processing of personal data, please refer to our privacy policy on our website <https://www.tj-motion-shop.de/impressum>.

## **§ 11 Applicable law – Place of jurisdiction – Place of performance**

(1)

The law of the Federal Republic of Germany shall apply with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). For consumers, this choice of law applies only insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

(2)

The contract language is German. This also applies if the contracting parties exchange contractual documents that are written in a foreign language. In the event of disputes

concerning the content and interpretation of contracts concluded between the contracting parties, the contracts must be interpreted in accordance with standard German language use.

(3)

If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special asset under public law, it is agreed in accordance with section 38 of ZPO that the place of jurisdiction for all disputes between the customer and us is our registered office in Nuremberg. The same applies if the customer does not have a general place of jurisdiction in Germany. We also have the right to bring an action against the customer in the court having jurisdiction over his place of business or the place of business of the contracting branch.

## **§ 12 Information on online dispute resolution**

The European Commission provides a platform for online dispute resolution on the Internet at the following link: <http://ec.europa.eu/consumers/odr>

This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

We are not obliged and in principle not prepared to participate in dispute settlement proceedings before a consumer arbitration board.

## **§ 13 Severability Clause**

Should any provision of these GTCs be or become legally ineffective, this shall not affect the effectiveness of the remaining provisions. The statutory provisions shall replace the invalid provisions. The same shall apply if there is an unforeseen loophole in the General Terms and Conditions.