

General Terms and Conditions

Customer Information and General Terms and Conditions for CYBEX Flagship Store in Amsterdam

Contractual partner

Your contractual partner for all legal transactions within the scope of these General Terms and Conditions is us, the

CYBEX Retail GmbH
P.C. Hoofstraat 136
1071 AL Amsterdam
The Netherlands

The company is registered in the Netherlands Chamber of Commerce KVK under number 84204478.
VAT ID No.: NL826327126B01

Telephone: +49 921 78511 9621

E-mail: store.amsterdam@cybex-online.com.

1. General provisions and definitions

(1) These General Terms and Conditions shall apply to all product purchases by you made in the CYBEX Flagship Store, located at P.C. Hoofstraat 136, 1071 AL Amsterdam, the Netherlands, which will be referred to as "**CYBEX Flagship Store**" hereinbelow, with the exception of purchases made via our CYBEX Online Shop as described in Paragraph 6 below.

(2) Our CYBEX Flagship Store is directed exclusively to consumers.

2. Voluntary right of return

(1) We are granting you a voluntary right of return of a total of 30 days. The period will commence on the day after receipt of the goods.

(2) Within this 30-day period, you may cancel the contract by returning the goods to us.

To exercise your right of return, it is required that the goods are complete, in their original packaging and in an unused and undamaged condition. No seals on the goods may be damaged or removed. The deadline is considered observed if you deliver the goods in time to the CYBEX Flagship Store.

The goods must be returned to the CYBEX Flagship Store in person by presenting the receipt of the goods to the following address:

CYBEX Flagship Store
P.C. Hoofstraat 136
1071 AL Amsterdam
The Netherlands

If you return the goods in accordance with such voluntarily granted right of return, we will reimburse you for the purchase price paid after receiving the goods. We will use the same means of payment that you used for the original transaction for any such refund. You are required to bring the products back to the CYBEX Flagship Store yourself or by your representative.

(3) Your statutory legal rights will remain unaffected by such voluntarily granted right of return.

3. Prices; Special offers

(1) Our prices include statutory value-added tax as applicable at the time of your purchase.

(2) Please note that we are usually only able to feature special offers within a limited period of time. The goods displayed in the CYBEX Flagship Store are also subject to different availability. The availability of a product may also vary depending on your specifications (such as size or colour).

4. Payment methods and terms of payment

(1) Payment for the goods is to be made in the CYBEX Flagship Store at the moment of delivery. If a product is not available in the CYBEX Flagship Store, but it is ordered by us on your request, payment should be made in the CYBEX Flagship Store at the moment of delivery.

(2) Payment must be made in the CYBEX Flagship Store, by one of the payment methods listed below. We shall be entitled, however, to exclude certain payment methods in individual cases.

- Credit card: We accept Visa and Mastercard.

- Debit card: We accept Maestro.

- Cash: We accept Euro's, but do not accept EUR 200 and EUR 500 bills.

- Gift voucher: The credit balance of a gift voucher will neither be paid out in cash nor does it bear interest (we refer to Paragraph 9 for the conditions which apply to gift vouchers).

(3) Irrespective of the selected payment method, you will receive an invoice at the latest at the moment of payment in the CYBEX Flagship Store.

5. Unavailability of a Product: Delivery times; Transfer of risk; Partial deliveries

(1) The following applies in case a product is not available in the CYBEX Flagship Store, but it is ordered by you in the CYBEX Flagship Store and picked up at the CYBEX Flagship Store by you or your representative in person.

(2) The delivery time will differ per product. The estimated delivery time will be communicated verbally. Payment will take place at the moment of delivery. We will send you a notice to the contact information provided by you when the order has been (partially) delivered at the CYBEX Flagship Store.

(3) Deliveries will be made to the CYBEX Flagship Store.

(4) We shall be entitled to make partial deliveries, provided such are reasonable for you.

(5) If the estimated delivery time to the CYBEX Flagship Store as referred to in paragraph (2) is exceeded, we are entitled to an extension of the delivery time. This new delivery time is a maximum of [50%] of the estimated delivery time, unless the parties agree otherwise.

(6) If the delivery time (with due observance of the extension as referred to in paragraph (5)) has been exceeded, you can dissolve (*ontbinden*) the agreement without prior notice or judicial intervention, by informing us in writing (by e-mail or by letter), or by cancelling the order in the CYBEX Flagship Store. In such event, if you have already paid for the ordered products, we will refund the amount paid by you for the products which were not delivered to the CYBEX Flagship Store within the specified delivery time

(with due observance of the extension as referred to in paragraph (5)). We will use the same means of payment that you used for the original transaction for any such refund.

6. Unavailability of a Product: CYBEX Online Shop orders in the CYBEX Flagship Store

(1) In deviation of Paragraph 5 above, you can also order an unavailable product via our endless aisle option. This means that the product is ordered by you in the CYBEX Flagship Store via the **CYBEX Online Shop** and delivered to an address specified by you.

(2) If the endless aisle option is used to make a purchase, this means that these General Terms and Conditions do not apply to such purchase. Instead the **CYBEX Online Shop** terms and conditions will apply, which can be accessed via the following link: <https://shop.cybex-online.com/en/nl/legal/terms-conditions.html> and which will be notified to you during the check-out process in the CYBEX Online Shop. Among others this means that the return options as set out in these General Terms and Conditions do not apply to purchases made via the endless aisle option in the **CYBEX Online Shop**.

7. Retention of title; Offsetting and retention

(1) The goods shall remain our property until the invoice amount has been paid in full.

(2) You may only set off claims against our claims with counterclaims that have been legally established or are undisputed.

(3) Rights of retention are only permitted where they relate to claims based on the same contractual relationship.

8. Your rights relating to defects

If goods are damaged or if they exhibit another defect (e.g., the delivery is incomplete), you shall be entitled to the statutory rights under Dutch law against us for defects ("warranty rights").

9. Gift vouchers

(1) These General Terms and Conditions apply to all gift vouchers issued by CYBEX in the CYBEX Flagship Store.

(2) The value, duration and expiry term can be found on the gift vouchers. Each gift voucher is valid for a specific period. After the expiry date, the gift voucher can no longer be used.

(3) Gift vouchers issued by CYBEX in the CYBEX Flagship Store in Amsterdam are only redeemable for purchases in the CYBEX Flagship Store in Amsterdam. This means that a gift voucher cannot be used for online purchases or purchases in other stores than the CYBEX Flagship Store in Amsterdam.

(4) Gift vouchers or their residual value cannot be exchanged for money.

(5) Paragraph 2 of these General Terms and Condition does not apply to gift vouchers. This means that gift vouchers cannot be returned.

(6) Any residual value of a gift voucher can be used for future purchases in the CYBEX Flagship Store.

(7) If the total amount of a purchase is higher than the value of the gift voucher(s) used, the difference must be paid with one of the other payment methods set out in Paragraph 4.

(8) In the event that Cybex refunds (part of) the invoice value on the basis of Paragraph 2 or Paragraph 8 and (part of) the invoice has been paid by means of a gift voucher, the part of the invoice that has been paid by means of a gift voucher will be refunded by means of issuance of a new gift voucher for the corresponding refundable amount.

10. Applicable law

Our contractual relationship shall be governed by and construed in accordance with the laws of the Netherlands, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11. Place of performance

Unless expressly agreed otherwise or stipulated otherwise by mandatory provisions for the protection of consumers, the place of performance shall be the CYBEX Flagship Store (P.C. Hoofstraat 136, 1071 AL Amsterdam, the Netherlands).

12. Dispute resolution

There is no obligation or willingness to participate in dispute resolution proceedings before a consumer arbitration board.