



General Terms and Conditions for the OLYMP Onlineshop

(Version: July 28, 2020)

§ 1 Scope, definitions

- (1) The following General Terms and Conditions apply to all business transactions initiated and processed via our Onlineshop between you as customer and us, **OLYMP Digital KG** (hereinafter also referred to as "OLYMP"). The version of these General Terms and Conditions valid at the time the order is placed will apply. Conditions of the ordering party which differ from that version shall not be recognised unless their applicability is expressly agreed by OLYMP.
- (2) Our goods and services offered via the OLYMP Onlineshop are intended exclusively for consumers as end users. For the purposes of these General Terms and Conditions, (i) a "consumer" means any natural person who enters into the contract for purposes that predominantly are outside his trade, business or profession (§ 13 German Civil Code (BGB)) and (ii) an "entrepreneur" means any natural or legal person or a partnership who or which, when entering into the contract, acts in exercise of his or its trade, business or profession (§ 14 paragraph 1 German Civil Code (BGB)).
- (3) The goods and services offered via the OLYMP Online Shop are intended for customers who are 18 years of age and over only.
- (4) The OLYMP Online Shop offers individualized versions for each of Germany, France, the Netherlands, Austria, Belgium and Luxembourg. When you visit www.olymp.com for the first time, you will be asked which country version you would like to access; your selection then will be saved for enhanced user-friendliness. You will be free to switch to another version at any time; to do so, please click on the respective country in the Countries section in the footer of the OLYMP Online Shop.

In addition, each country version of the OLYMP Online Shop is offered in four languages: German, English, French, and Dutch. You can select the language you prefer in the top left section of the OLYMP Online Shop. **Your selection of the language in which you want the OLYMP Online Shop to be displayed will not influence the version of the OLYMP Online Shop you have selected.**

§ 2 Conclusion of the contract

- (1) The goods offered in our OLYMP Onlineshop do not, except where advance payment is selected, represent any offer to conclude a contract yet, but rather merely a solicitation to place an order.

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- (2) With your order, you transmit to us an offer to conclude a sales contract. The sales contract, except where advance payment is selected, becomes effective upon dispatch of the ordered goods. The confirmation of receipt of your order (order confirmation) does not constitute acceptance of your offer. It serves only to inform you that your order has been received.
- (3) If you select advance payment (PayPal) as terms of payment, we declare acceptance of your contract offer with transmittal of our order confirmation.
- (4) The language used in the contract will be the language you selected when you went through the ordering process (German, English, French or Dutch). We save the contract text and send you the order data and our General Terms and Conditions by e-mail. The contract text cannot be accessed by other means.

§ 3 Withdrawal by the consumer and OLYMP return service

- (1) As consumer you have a right of withdrawal. The requirements and legal consequences of the right of withdrawal are listed in the following instructions on withdrawal.

Instructions on withdrawal

Right of withdrawal:

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last goods.

To exercise the right of withdrawal, you must inform us (OLYMP Digital KG, Höpfigheimer Str. 19, 74321 Bietigheim-Bissingen, Germany, fax: 00 800 65967223, phone: 00 800 65967222, e-mail: shop@olymp.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal:

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us

OLYMP Digital KG

Subject: Withdrawal

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Höpfigheimer Str. 21
74321 Bietigheim-Bissingen
Germany

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. This does not apply to OLYMP Gift Cards (see § 7 below). OLYMP Gift Cards do not have to be returned – by mail or in person. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of the instructions on withdrawal

- (2) We cover the costs of returning the goods if you use our OLYMP Return Service. The OLYMP Return Service is available to our customers up to 30 days after receipt of the goods. Our coverage of the return costs is subject to two conditions: you must indicate to us your reason for returning the goods and you must print out and use the return label for shipment by our shipping provider. The lodgement of a return as part of OLYMP's returns service is always only possible to the shipping provider specified by us, and from the country to which we have delivered your goods. Your statutory right of revocation will remain unaffected.

§ 4 Prices, terms of payment, retention of title

- (1) Unless agreed otherwise, the standard prices on the day of the conclusion of the contract and contained in the OLYMP Onlineshop apply. The customer shall be deemed to be in default of payment 14 days after the invoice is issued.
- (2) In general, payments can be made by credit card (Verified by Visa or MasterCard Secure Code or ProtectBuy by Diners Card International), transacted by PAYONE GmbH and by Wirecard AG (see § 4 paragraph 3), by advance payment (PayPal) or by Klarna invoice (by Klarna AB, see here § 4 paragraph 4). OLYMP reserves the right to exclude certain payment methods in specific cases. You will not be offered the option to pay for your order of an OLYMP Gift Card (§ 7) through a Klarna invoice.
- (3) Payments made by credit card will be processed by PAYONE GmbH, Lyoner Straße 9, 60528 Frankfurt am Main, Germany; registered office Frankfurt am Main; Frankfurt am Main trade register, HRB 116860 and by Wirecard AG, Einsteinring 35, 85609 Aschheim, Germany; registered office Aschheim; Munich trade register, HRB 169227. Your credit card account is charged after we have shipped the goods. The billing text on the credit card billing reads: "www.olymp.com".
- (4) For orders for which you select the Klarna invoice payment method, we assign our claims from the contract to Klarna AB, Sveavägen 46, 11134 Stockholm, Sweden (hereinafter referred to as "Klarna").

Klarna carries out a credit check via a credit agency prior to approval of the payment method. For more information, please consult our Privacy Statement.

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Payment through Klarna is available exclusively to customers who are consumers residing in Germany, Austria, or the Netherlands because credit ratings for Klarna only are available in these countries. If you wish to shop in another country, please use one of our other payment methods specified in § 4 (2) including, but not limited to, advance payment (PayPal). You receive the invoice directly from Klarna and also make your payment directly to Klarna. The payment term is 14 days from the date of the invoice. Klarna's General Terms and Conditions for invoice payment in Germany can be found [here](#), for invoice payment in Austria [here](#) and for invoice payment in the Netherlands [here](#).

- (5) You may, as the ordering party, offset claims only if your counterclaims have been finally determined by a court, are uncontested or are acknowledged by us. Furthermore, you are entitled to exercise a right of retention only to the extent that your counterclaim relates to the same contractual relationship.
- (6) The goods shall remain property of OLYMP until payment in full has been made. If you are in default of payment for more than 10 days, we shall have the right to rescind from the contract and demand the return of the goods.

§ 5 Shipping costs, terms of delivery and service

- (1) Purchases only will be delivered to Germany, Austria, France (with the exception of the French overseas departments and territories), Belgium, the Netherlands (with the exception of Caribisch Nederland, Aruba, Curaçao and Sint Maarten) and Luxembourg with the exception of OLYMP Gift Cards (see § 7 below) which are delivered to Germany and Austria only. The merchandise you purchase only can be shipped to an address in the country related to the version you used to access the OLYMP Online Shop (e.g., products ordered through the country version for delivery to Germany will be shipped only to Germany).
- (2) Shipping costs can vary depending on the delivery region, the delivery method and the nature of the order. For more information on cost of shipping, please refer to our Shipping Costs page.
- (3) We deliver the goods according to the agreements made with you. The agreement of delivery and service deadlines and dates must be made in writing. Delivery and service deadlines and dates are non-binding, provided that we have not previously designated them in writing as binding. Partial deliveries are permissible.

§ 6 Warranty, liability

- (1) The statutory warranty provisions apply.
- (2) We shall be liable for compensatory damages only in the cases of letters a) through d) as follows:
 - (a) for loss of life, physical injury and/or damage to health as well as for damages resulting from wilful intent or gross negligence, unlimited;

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- (b) for damages due to failure to comply with any guarantees made in writing, in the amount of your property interest as ordering party, which was covered by the purpose of the guarantee and recognisable for us when we made them;
 - (c) in cases of product liability, according to the German Product Liability Act (Produkthaftungsgesetz);
 - (d) for the breach of substantial contractual obligations due to slight negligence, the resulting liability for compensatory damages shall be limited to the damage amount which we typically would have had to expect based on the circumstances known to us at the time of the conclusion of the contract. Substantial contractual obligations are such fundamental obligations as were essential in your decision to conclude the contract and which you could reasonably trust OLYMP to fulfil.
- (3) We shall not be liable for compensatory damages of any other kind whatsoever, irrespective of the legal basis.
- (4) In the cases described under paragraph 1 letter d), any claims for compensatory damages and reimbursement of expenses are subject to a twelve-month limitation period. The limitation period commences according to § 199 German Civil Code (BGB).
- (5) OLYMP does not assume liability for loss of or damage to an OLYMP Gift Card (see § 7 below). Lost or damaged OLYMP Gift Cards will not be replaced.
- (6) To the extent that these provisions exclude our liability, they also exclude the liability of our bodies and agents, especially our employees.

§ 7 OLYMP Gift Cards

- (1) Subject to these General Terms and Conditions, you can purchase OLYMP Gift Cards with a value of EUR 25, 50 or 100 in our online shop and these Gift Cards can be used for payment in the same way cash can be used for payment. Each order or purchase is subject to a limit of ten OLYMP Gift Cards. The terms of payment under § 4 above apply to the purchase of OLYMP Gift Cards. The use of vouchers for sales campaigns is not permitted.
- (2) OLYMP Gift Cards can be purchased in digital form (pdf file) or as physical cards. Physical cards are available at OLYMP Stores and OLYMP Outlets in Germany, Austria, and the Netherlands and in the country versions of the OLYMP Online Shop for delivery to Germany and Austria. OLYMP Gift Cards can be used as follows:
- (a) Digital OLYMP Gift Cards (pdf file) purchased on any of the country versions of the OLYMP Online Shop for delivery to Germany, Austria, the Netherlands, Belgium and Luxembourg can be redeemed in those country versions of the OLYMP Online Shop as well as at any OLYMP Store and OLYMP Outlet in Germany, Austria, the Netherlands, Belgium and Luxembourg.

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(b) Digital OLYMP Gift Cards (pdf file) purchased on the country version of the OLYMP Online Shop for delivery to France can be redeemed in that country version of the OLYMP Online Shop.

(c) Physical OLYMP Gift Cards are available at OLYMP Stores and OLYMP Outlets in Germany, Austria, and the Netherlands and in the country versions of the OLYMP Online Shop for delivery to Germany and Austria. These Gift Cards can be redeemed at any OLYMP Store or OLYMP Outlet in Germany, Austria, the Netherlands, Belgium or Luxembourg and in the country versions of the OLYMP Online Shop for delivery to Germany, Austria, the Netherlands, Belgium and Luxembourg.

(d) For a list of the locations of OLYMP stores, please go to https://www.olymp.com/de_de/company/stores/.

- (3) Before you place an order in the OLYMP online shop, please enter your OLYMP Gift Card code in the respective field. To make a purchase at an OLYMP store or an OLYMP outlet, you will be required to provide your OLYMP Gift Card at check-out. OLYMP Gift Cards cannot be validated retroactively.
- (4) OLYMP Gift Cards are transferrable. The person using an OLYMP Gift Card will be deemed to be authorized to do so.
- (5) OLYMP Gift Cards can be redeemed up to five years after the date on which they are purchased. More than one OLYMP Gift Card can be used per order. No amount on any OLYMP Gift Card will bear interest. OLYMP Gift Cards may not be used for commercial purposes.
- (6) OLYMP Gift Cards or parts thereof will not be paid out in cash. Any amount remaining on an OLYMP Gift Card can be used towards another purchase. The validity period of the respective OLYMP Gift Card will not be extended in this case.
- (7) If a product ordered and paid for with an OLYMP Gift Card is returned, the authorized person returning the product will receive a digital OLYMP Gift Card (pdf file) by e-mail for the amount of the purchase price of the returned product. If in addition to an OLYMP Gift Card one or more other means of payment was used at the time of the original purchase, the purchase price of the returned product will be reimbursed in such other means of payment in the amount of such other means of payment.
- (8) For more information on OLYMP Gift Cards or to view the value of an OLYMP Gift Card, please go to www.olymp.com/gutschein.

§ 8 Privacy

- (1) All collection, processing and storage by us of any personal data provided by you complies with the provisions of German and European data protection legislation.
- (2) Use of your personal data is required in order to process the contract concluded with you. Any use beyond that purpose requires your explicit consent. For details about the collected data and their respective use, please refer to our Privacy Statement.

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§ 9 Platform for online dispute resolution, participation in dispute resolution procedure

- (1) Applicable law obliges us to inform the consumers of the existence of the European online dispute resolution platform, which can be used to resolve disputes without the need to involve a court. The European Commission is responsible for organisation of the platform. Here is the link to the European online dispute resolution platform: <http://ec.europa.eu/odr>.
- (2) We are not obliged to participate in a dispute resolution procedure before a dispute resolution entity for consumers and have therefore decided against voluntary participation.

§ 10 Identity of the provider, contact

- (1) The provider of this Onlineshop is

OLYMP Digital KG

Höpfigheimer Str. 19
74321 Bietigheim-Bissingen
Germany

Phone: +49 (0) 7142-592-0

Fax: +49 (0) 7142-592-19

E-mail shop@olymp.com

VAT No: DE 302889580

Registration court: Stuttgart District Court, HRA 731579

Represented by the general partner:

OLYMP Digital Verwaltungs GmbH, Stuttgart District Court, HRB 754507
the latter being represented by the managing director Mark Bezner

- (2) The foregoing address can be used when filing objections.

§ 11 Final provisions

- (1) These General Terms and Conditions are subject to German law without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG). For you as consumer, this choice of applicable law applies only to the extent that it does not impair the mandatory application of consumer protection regulations of the State in which you as consumer are regularly resided at the time you placed your order.
- (2) If individual provisions of these General Terms and Conditions are or become invalid, this will not affect the validity of the remaining contractual conditions.

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OLYMP Digital KG, Bietigheim-Bissingen, Germany