

General Terms and Conditions End User EU

1 Applicability

These General Terms and Conditions (GTC) regulate the relationship between RC Services/Koviss Golf Europe as well as the represented companies, (hereinafter referred to as RCS) and end customers who have reached the age of 18 (hereinafter referred to as customer) when purchasing items (hereinafter referred to as products) in the EUR Shop. The transactions and deliveries are carried out exclusively according to these General Terms and Conditions, which form the basis of all offers. By activating the checkbox, the client explicitly agrees to the terms and conditions of RCS as part of the contract. The contract is concluded with the order of the client.

Orders from legal entities or partnerships with legal status, such as commercial, self-employed or freelance with or without a VAT number are subject to different terms and conditions.

2 General

RCS represents foreign companies and distributes the products through specialized trade (points of sale), as well as online. RCS manages online stores in CHF (EFTA territory) and in EUR (European Union territory). The websites are designed and managed by RCS. VAT numbers are registered to the Swiss address.

RCS is registered with the VAT-Nr CHE-113.620.081.

Koviss Golf is registered with the VAT-ID-Nr. DE248346570 for Europe.

2.1 EUR Shop Publications > § Information

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- Data Protection
- Right of Retraction
- Impressum | Contact > Shopping Cart Process
- Delivery Costs & Dispatch Time
- Public Holidays | Dispatch
- Waste Battery Collection
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3 Products

RCS reserves the right to modify or update the product range at any time. All technical data and information on products are manufacturer's specifications. Modifications in design and/or technical developments of the products are subject to change and are explicitly reserved.

4 Prices EUR Shop

Prices are quoted in Euros (EUR) excl. delivery cost incl. 19% VAT. Prices are subject to change without notice.

5 Orders

Customers can order either via Internet using the Onlineshop, by phone or in writing (letter, fax). Ordering via Online Shop may be performed as follows:

A: Order without registration,

B: Log in as a registered customer with login and password,

C: Register as new customer.

The items and quantities added to the shopping cart can be changed or cancelled at any time up to "Shopping Cart Summary". By clicking the "Purchase" button, the customer makes a binding purchase request.

After successfully placing the order, the user will immediately receive a confirmation to the email address provided.

RCS reserves the right not to accept orders in individual cases.

6 Delivery Costs

All orders will be processed via Deutsche Post / DHL, unless otherwise agreed. The delivery fee includes 19% VAT and is based on the weight of the total order. > § Information > Delivery Cost

7 Payment, Payment Condition

- In case of payment in advance/invoice, the full amount is due within 7 days. In the event that such payment is not received within 10 working days after the order confirmation, RCS shall no longer be obliged to deliver; the reserved products will be put back on sale. The purchase agreement is considered closed for the client as well as for RCS without further consequences.

- In case of a payment by credit card/Paypal, the payment is considered executed with the debit authorization of the card issuer / the valid PayPal transaction confirmation. The payment is effective when the amount, less commission charged by the card company, is credited to an account of RCS. If RCS is required to refund all or part of the total invoice amount to the credit card company/PayPal following a complaint by the card/account holder, the payment shall be deemed non-executed. In the event of any dispute, the delivered items remain the property of RCS until final settlement of the entire invoice.

8 Delivery, Delivery Time

The delivery of the ordered products takes place only after receipt of the total payment. Thereafter the products are handed over to the post within 2-5 working days from the German warehouse for delivery to the specified address.

RCS reserves the right, in accordance with CH/FL terms and conditions, to send EU orders made through the CHF store, from the EU warehouse with adjusted VAT rate.

Non-binding information on delivery times from date of dispatch according to German Post / DHL:

- Shipments within Germany 1-2 working days
- Shipments customs territory of the European Union 4-7 working days
- Shipments rest of the globe 7-14 working days * >

(* > Please keep in mind that shipping internationally and receiving items through customs may take extra time)

9 Custom clearance, fees & taxes

Due to customs clearances & controls, delays may occur for international shipments, outside Switzerland / Liechtenstein and the customs territory of the European Union. Customs, import duties & VAT, if applicable, are country-dependent and will be levied by the respective customs as soon as the delivery has reached the respective country. All such fees are payable by the customer or recipient. Contact local customs/post office for detailed information before order. The value of the shipment for customs is equal to the final amount of the order.

10 Refusal of acceptance, undeliverable shipments & returns

An undeliverable shipment is considered when the recipient cannot be determined, (e.g. false, incomplete address), refuses to accept the delivery, the shipment is not picked up within the deadline or or the incurred duties/fees are not paid. In such a case RCS will charge a fee of EUR 25.00 per shipment. In addition, RCS is entitled to claim or charge from the customer all costs incurred, such as return costs, taxes, duties, levies & fees, for which RCS may be charged. The Customer is not entitled to a refund of the shipping costs.

11 Reservation of performance in case of non-deliverable goods

RCS will inform the client immediately should a product exceptionally not be in stock or no longer available and coordinate whether RCS shall send it upon receipt, replace it with another product or cancel the order. Any services already rendered by the customer will be immediately refunded or, in the case of a product change, a possible difference charged or refunded. In the event of delivery problems due to external circumstances, e.g. strike, war, material failure, transport blockage at the manufacturer's or transport problems over which RCS has no control, the order or the missing part thereof may be shipped later or, if necessary, cancelled. Compensation for late or non-delivery of the item(s) remain in any case excluded.

12 Product Control

The customer is obliged to check the integrity of the delivered items immediately upon receipt and notify RCS in writing of any complaints without delay, but latest within 7 days after receipt. If the delivery is incomplete, RCS will deliver missing products as soon as

possible free of charge. The buyer's right to claim for defects expires after 7 days. Such a claim does not satisfy the right to a refund.

13 Transportation Damage

Upon receipt of the shipment, check the parcel for external damage and, if necessary, immediately complain to the carrier. In case of transport damage, document the damage visually (digital camera/mobile phone), be sure to keep all parts of the original packaging/damaged packaging. Fill out a damage report while taking the parcel with you to your post office or online. A claim must be reported to the post office and RCS within 7 days of the receipt.

14 Guarantee

Any factory warranty is determined exclusively by the manufacturer. The warranty period is one year from delivery of the goods. The client acknowledges that any repair or replacement of the defective/deficient products is limited to the approval of the manufacturer and that no repair attempts by third parties have taken place. RCS must be notified immediately upon discovery of a defect. Period for notification of defects: 7 days. All damage caused by external influences or as a result of incorrect use or handling is excluded from the warranty/guarantee. Defects resulting from wearing & using are excluded. If a defect recognized by RCS is present, RCS is entitled at its own discretion to remedy the defect or to make a replacement delivery.

14.1 Exchange

If an exchange occurs due to an incorrect size/color or in the event of a warranty claim, by replacing the defective product with an identical product, the warranty period does not start anew, as this is merely the correct fulfillment of the original purchase contract. Avoid damage and contamination. If possible, return the product in its original packaging with all accessories and packaging components. If you no longer have the original packaging, provide adequate protection against transport damage with suitable packaging to avoid claims for damages due to defective packaging.

15 Revocation Policy

If you are a consumer, i.e. if you conclude the purchase for purposes that are predominantly neither commercial nor self-employed, you have a right of withdrawal.

Right of withdrawal

You have the right to revoke the purchase contract within 14 days without giving any reason. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods. To exercise your right of withdrawal, you must,

Koviss Golf Europe, Pfaendwiesenstr. 2a, CH-8152 Opfikon,

CH: Tel +41-(0)44 - 811 3311

CH: Fax +41-(0)44 - 811 3313

Email: info <at> rc-services.org or Email: info <at> koviss-eu.com

by means of a clear statement (eg letter, email or fax) about your decision to revoke this contract. You can use the attached sample withdrawal form, which is not mandatory. Sample cancellation form

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of Revocation

If you withdraw from the contract, we shall reimburse you all payments we received from you, including delivery costs (with the exception of opted supplementary fees other than the lowest standard delivery offered by us), within fourteen days at the latest from the day on which we received the notification of your withdrawal from this contract. For this payment, we will use the same method that the customer used for the original transaction, unless expressly agreed otherwise with you. In no case, you will be charged for this payment. However, we may refuse repayment until we received back the ordered items. Resp. you have provided proof that you have returned them, whichever is the earlier.

You must return the item(s) to Koviss Golf Europe, c/o AutoTechnik Heringer GmbH, Schwarzwaldstr. 21, 79798 Jestetten, Germany,

without undue delay and in any case no later than within fourteen days from the day on which you notify us of the revocation of the contract. The deadline is met if you send the goods before the deadline of fourteen days. You only have to compensate any loss of value of the goods if this loss of value is due to your handling the goods in a way that is not necessary for the inspection of the condition, properties and functioning of the goods.

In all cases the costs of the return shipment has to be paid by the consumer.

Exclusive return address EU:

Koviss Golf Europe, c/o AutoTechnik Heringer GmbH, Schwarzwaldstr. 21, 79798 Jestetten, Germany.

Revocation Form

If you want to revoke the contract, you may fill out this form and send it to
Koviss Golf Europe / RC Services, Pfaendwiesenstr. 2a, 8152 Opfikon – Switzerland
Fax +41- 44 811 3313 | Email info <at> rc-services.org

I/we hereby revoke (*) the contract concluded by me/us (*) for the purchase of the above-mentioned item(s) (*) / the provision of the following services (*) within the relevant period. (*) Delete as applicable	
Consumer details:	
Name:	First Name:
Address:	
Country/Zip Code/City:	
Goods/Services Details:	
Order Date:	Received:
Order-Nr./Invoice-Nr.:	
Signature of the consumer(s) (only in case of notification on paper)	Date:

Different and sole return address EU:

Koviss Golf Europe
c/o AutoTechnik Heringer GmbH
Schwarzwaldstr. 21
79798 Jestetten, Germany

End of revocation

Exclusion revocation (§ 312 g BGB)

The right of revocation does not apply to contracts

a) to the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer. To the delivery of customized and personalized products, clearly tailored to the personal needs of the consumer. The same applies to the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene and if the seal has been removed after delivery. The right is not applicable to deliveries of sound or video recordings or computer software in a sealed package and if this has been removed.

(b) The right of withdrawal shall also expire in the case of a contract for the supply of digital content not on a tangible medium if the trader has begun performance of the contract after the consumer has

b1) explicitly agreed that the entrepreneur begins with the execution of the contract before the expiry of the withdrawal period, and b2) confirmed his knowledge that by giving his consent he loses his right of withdrawal upon commencement of the performance of the contract.

16 Customer Satisfaction

RCS puts great importance on customer satisfaction. Customers can contact RCS at any time. RCS will check the concern as soon as possible. In the event of a complaint, a detailed description of the problem or defect and the relevant documents (order or invoice number) should be provided. Customers may allow RCS the necessary time to contact the manufacturer to find an adequate solution.

17 Data Protection

As part of the order process, customers has to provide personal data. Each input field indicates whether it is voluntary or mandatory. RCS uses this personal data exclusively for processing the order and if necessary to contact you. If required, relevant personal data needs be forwarded to companies for the purpose to fulfill the order, such as postal/shipping service provider to transport/deliver the shipment or the transactions through a financial institution. Personal data are confidential and will not be sold to third parties nor otherwise marketed. With the order confirmation, the client agrees to forward the data to involved partners to complete the order.

Publication Webpages Footer: § Infos Data Protection

18 General Terms of Use

The General Terms of Use govern the access and use of all RCS web pages and their Family Sites.

Publication Webpages Footer: § Infos General Terms of Use

19 Alternative Dispute Resolution

The EU provides a platform for out-of-court dispute resolution. Customers have the opportunity to resolve disputes in connection with an online order out of court via this platform. [Internetsite Online Dispute Resolution EU](#)

20 Place of Jurisdiction

The place of jurisdiction for all disputes is the district of Bülach, Canton of Zurich. RCS/Koviss EU reserves the right to sue clients also at their regular place of jurisdiction. Swiss law is applicable to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Contract language is German.

In the event of contradictions, the German version shall prevail; other language versions are for reference purposes only.

21 Final Clause, Severability Clause

The GTC may be adapted to new legal or technical conditions at any time.

In the event that individual provisions of this contract or an addendum become invalid, ineffective or unenforceable, the validity of the remaining provisions shall not affect the contract thereby. In such case, the ineffective/invalid clause shall be replaced by an effective clause that fulfill the need and comes as close as possible in terms of content to the purpose of the invalid clause. The same is applicable to any contractual voids, where the most adequate legal regulation shall apply.

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Partly translated with www.DeepL.com/Translator