

General Terms and Conditions for T4SportKatwijk, Netherlands

§ 1 General

(1) These General Terms and Conditions ("General Terms") shall apply to all orders for goods and services ("Products") provided by T4Sport ("T4Sport"), unless T4Sport expressly waives the applicability in written form.

(2) The products offered over the T4Sport are directed to Client's of T4Sport ("Client").

(3) The Client's standard terms and conditions shall not become an integral part of the Purchase Agreement, even if T4Sport has not expressly rejected their applicability. Further, if T4Sport replies to any communication of the Client that refers to the Client's general terms and conditions or any other set of terms and conditions, such reply shall not constitute an acceptance of such terms and conditions.

§ 2 Purchase of Products

(1) All offers of Products displayed on the T4Sport site or discussed by telephone ("Products") shall not represent a binding offer.

(2) The order of Products by the Client constitutes a binding offer to T4Sport. T4Sport will confirm the receipt of the offer by sending an order confirmation e-mail ("Order Confirmation"). This Order Confirmation does not constitute an acceptance of the Client's offer. The Client will receive the General Terms together with the revocation instructions in the Order Confirmation.

(3) The acceptance of the Client's offer occurs when T4Sport explicitly confirms the acceptance of the order by way of an e-mail or written declaration in text form ("Order Acceptance"). The Order Acceptance establishes the contractual agreement for the purchase of the Products ("Purchase Agreement").

(4) Should a Product ordered not be available for delivery or if T4Sport does not accept the Client's offer for any other reason, T4Sport will immediately inform the Client that the order has not been accepted due to the non-availability or such other reason.

§ 3 Right of Revocation

(1) In case the Client is a consumer within the meaning of the Dutch BW (Burgerlijk Wetboek), the Client has a right of revocation according to Section 4 of these General Terms. A consumer means every natural person who enters into a legal transaction for a purpose that is outside his trade, business or profession.

(2) The right of revocation shall no longer apply with regard to Products in the form of document and/or data downloads once the Client has successfully completed the download of a specific Product and in regard to Subscriptions once the Client has made use of the Subscription for the first time.

§ 4 Revocation instructions

(1) If the Client is a Consumer in accordance with Section 3 of these General Terms, the Client may revoke his contractual declaration in text form (for example by sending a letter, fax, or e-mail) or by returning the item within two weeks without the necessity of providing a reason therefore. The two-week term shall commence at the earliest at the time these revocation instructions are received by the Client. For compliance with the revocation term, it is sufficient to return the item or to send the revocation notice within the time permitted. The revocation notice should be sent to: klacht@t4sport.com

(2) Should the Client have effectively revoked his contractual declaration, the goods and payment received are to be returned by the respective parties. In the event that any benefits were obtained from the use thereof, these are to be surrendered also. If the Client cannot return the goods or the performance, either wholly or in part, or should he be able to return it only partially or in a deteriorated condition, the Client will have to pay T4Sport a corresponding compensation for the deterioration in value. This does not apply if the deterioration of the item results exclusively from an inspection of the product such as the Client might have been able to perform at a retail store. In all other regards, the Client may avoid an obligation to pay compensation for such deterioration in value if he does not put the item into use as his property and refrain from any actions that might reduce its value.

(3) The Client must pay the return shipping costs for items that are shippable as a parcel if the item to be returned is the same as the item ordered and if the price of the item does not exceed 40 Euros. The Client must also pay the return shipping costs for items whose price is higher than 40 Euros if he has not paid the full price, or a contractually agreed upon partial payment, at the time at which he declares the revocation. In all other cases, there is no cost to the Client for return shipping. Items that cannot be shipped by parcel post will be picked up. The Client must meet all of his obligations within 30 days after sending the revocation notice in order to obtain the refund of payments.

§ 5 Prices and Shipping Costs

(1) The prices displayed at the T4Sport are final prices excluding turnover tax, unless agreed between Client and T4Sport in written form.

(2) In case the Client orders a Product to be delivered by mail, a fee for shipping costs will be added.

(3) In case the Client requests a Product to be delivered by mail to a place outside the territory of the Kingdom of the Netherlands, all additional tax, duty, customs, fees or other charges whatsoever imposed on the invoiced prices shall be borne by the Client or shall be reimbursed by the Client to T4Sport.

§ 6 Conditions of payment

(1) Payment for the Products purchased can only be made direct debit.

(2) In case, the Client purchases a Product in the form of a Subscription, the invoice amount for the Subscription is due at the beginning of the term of the Subscription.

(3) If there is a delay in payment, the default interest rate will be assessed according to the rates set forth by law. T4Sport hereby retains its right to pursue claims for further compensation or a higher interest rate based on other legal grounds.

(4) With respect to T4Sport's claims for payment, the Client is permitted to offset only uncontested claims or claims that have been confirmed as valid.

§ 7 Reservation of title

T4Sport retains legal ownership of the Product until payment has been made in full.

§ 8 Rights of use

(1) All Products offered through the T4Sport are the property of T4Sport and/or its partners and are protected by Dutch and international copyright laws and conventions.

(2) If the Client purchases a Product in the form of a document and/or data download and/or a Subscription, T4Sport grants to the Client a non-exclusive right to use the Product in an unaltered form subject to the following conditions. The Client is only entitled to make use of said Product within the Client Account and to download said Product and to create a back-up copy of said Product, which copy must carry the copyright notice of the original Product. In addition, copies of said Product are not permitted for any other purpose, except to the extent they are required in the ordinary course of the Product's execution. The rights of use granted to the Client are non-transferable. The foregoing notwithstanding, the Client is entitled to redistribute said Product if he does not retain a copy of the Product.

(3) If the Client wishes to quote from any Product, T4Sport requests the Client to provide T4Sport with a sample of the intended use of the information by e-Mail to service@t4sport.com. This will enable T4Sport to ensure accuracy, currency and the proper context. All excerpts of text, data, tables and figures rightfully used by third parties shall mention in a manner clearly visible to the reader the source name below the corresponding data table or figure and the year of appearance.

4) T4Sport does not allow its name or logo to be used without written permission of T4Sport. The same applies to the T4Sport trademark and logo.

§ 9 Warranty

(1) The statutory provisions on warranty shall apply.

(2) The T4Sport and all its content and information are provided "as is" and "as available". T4Sport aspires to provide information that is accurate. However, T4Sport explicitly disclaims any and all warranties, including but not limited to any warranties as to the accuracy and completeness of any information provided through the T4Sport.

(3) T4Sport is not responsible for any deficiency that is due to incorrect use by the Client.

§ 10 Limitation of Liability

(1) T4Sport, its legal representatives and agents necessary to T4Sport for the fulfillment of its obligations under the law are liable to the Client for damages - regardless of legal basis - in the event of an intentional tort, gross negligence and for simple negligence only in the event of a breach of a material contract obligation if the Client is permitted to rely on its fulfillment. In the last case, the liability is limited to compensation for reasonably foreseeable damages. This limitation on liability is not applicable to a death, bodily injury or health problem resulting from the acts of T4Sport, its legal representatives and agents necessary to T4Sport for the fulfillment of its obligations under the law nor for liability under products liability law.

§ 11 Data protection

Any personal data in regard to the Client will be collected, processed and used by T4Sport solely in accordance with the applicable data protection laws. Further information in this regard is to be found in T4Sport's privacy policy.

§ 12 Client Accounts

(1) The T4Sport offers Client the possibility of registering a Client account. The Client must provide a member name and password. Opening a Client account is free of charge. Upon completion of the registration, the Client receives an individual account of unlimited duration.

(2) The Client is responsible for the security of the data administered in their particular account. The Client agrees not to display the password to third parties and to protect it against access by third parties.

(3) If the personal data of the Client changes, the Client shall immediately amend his member profile at the T4Sport. If this is not possible, the Client shall inform T4Sport of the changes in writing or by e-Mail to service@t4sport.com

(4) T4Sport reserves the right to refuse to open a Client account or to subsequently cancel a Client account due to a significant reason.

§ 13 Deactivation of a Client Account

(1) The Client is entitled to request T4Sport to deactivate his account at any time in writing or by e-Mail to service@t4sport.com. The account will be deactivated within 48 hours of receipt of the request by the Client.

(2) In case the Client purchased a Product in form of a Subscription, a deactivation of the account has no effect on the term of the Subscription.

§ 14 Subscription

(1) For certain Products in the form of a document and/or data download, T4Sport offers a continuing subscription ("Subscription"). The term for a Subscription is twelve months.

(2) The subscription terminates automatically at the end of the last month of the Subscription.

(3) During the term of the Subscription, the Client has unlimited access to all purchased Products and to their updates, as long as these fall within the period of the Subscription. Upon termination of the Subscription, the documents and data stored in the established Client Account will remain available for access by the Client for twelve further months. At the end of said further period of twelve months, the documents will be automatically deleted from the Client Account.

§ 15 External Links

The T4Sport contains hyperlinks to other websites in the Internet. T4Sport has no influence on the design and content of the linked pages. Therefore, T4Sport explicitly distances itself from all content of third party pages and claims no responsibility for their content.

§ 16 Final provisions

(1) T4Sport reserves the right to amend its General Terms with effect for the future. If the Client purchased a Product in form of a Subscription, T4Sport will inform the Client about any amendments by e-mail to the e-mail address supplied by the Client at least four weeks before the amendments come into effect. Instead of supplying the complete text, notice of the Internet address at which the new version can be accessed shall be sufficient for this purpose. If the Client does not object to the amendments within a period of one month, the amended form of the General Terms will be considered as accepted.

(2) The legal relationships of T4Sport with the Client arising from or in connection with the Purchase Agreement including with respect to these General Terms will be exclusively governed by and construed in accordance with the laws of the Netherlands to the exclusion of its conflicts of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) If the Client is an entrepreneur, a legal entity under public law or a special fund under public law, the exclusive venue for all legal conflicts arising from or in connection with the Purchase Agreement executed by and between T4Sport and the Client, including with respect to these General Terms, shall be in Amsterdam.

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