Terms and Conditions

SCHIESSER GmbH General Terms and Conditions - Online Shop

§1 Applicability

1. These General Terms and Conditions (“GTC”) of the Online Shop of SCHIESSER GmbH, Schützenstraße 18, 78315 Radolfzell, Germany, (“SCHIESSER” or “we/us”) apply exclusively to consumers within the meaning of § 13 of the German Civil Code (BGB), i.e., any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity (“Customer” or “you/your”). The GTC apply to all contracts for the delivery of goods concluded between SCHIESSER and the Customer via the SCHIESSER online shop (including by telephone) in the version valid at the time the order was placed.

2. The goods offered in the Online Shop are aimed exclusively at consumers who have their habitual residence in Germany, Denmark, Finland, France, Ireland, Italy, Luxembourg, Austria, the Netherlands, Poland, Sweden, Slovenia, Spain, the Czech Republic, Hungary or Belgium and can provide a delivery address in one of these countries. § 3(6) of these GTC shall remain unaffected by this.

§2 Conclusion of Contract

1. The Internet pages in the SCHIESSER Online Shop only constitute a sales brochure (“online catalogue page”). Presentation of the products in the Online Shop is merely an invitation for you to submit an offer (order). All information is therefore subject to change and non-binding.

2. The order confirmation sent by us by e-mail or post after your order is solely to inform you that we have received your order (for details of the ordering process, see § 3 of these GTC). A purchase contract has not yet been concluded at this point.

3. The purchase contract is only concluded when our goods are dispatched and you receive a corresponding confirmation by e-mail or post (hereinafter also referred to as ‘dispatch confirmation’), which you will receive approximately 2 working days (Monday to Friday) after placing your order. In this confirmation or in a separate letter/email, but no later than upon delivery of the goods, the contract text (consisting of the order, terms and conditions, cancellation policy and confirmation) will be sent to you on a durable medium (email or paper printout). If, while processing your order, we discover that the products you have ordered are not available, we will inform you separately.

§ 3 Ordering Process

Online Shop Ordering Process (for orders over the phone, see paragraphs 4 ff.)

1. The ordering process in our Online Shop comprises 5 steps in total.

- The first step is to select the desired items and place them in the shopping cart by clicking on the “Add to shopping cart” button.

- In the second step, you can decide whether you want to create a customer account in our Online Shop or place your order without a customer account.

- In the third step, you enter your personal details and billing address and, if applicable, a different delivery address. During this step, you will need to accept our GTC and data protection provisions by ticking the box if you are registering for the first time or placing a guest order, which you can access by clicking on a corresponding link.

- The fourth step is to select one of the payment methods offered.

2. In the last step, you will have an opportunity to check all details (e.g., name, address, payment method, items ordered) once again and correct them if necessary. Before sending your order, you will be expressly informed of the validity of these GTC, our data protection provisions and the cancellation policy, which you can access by clicking on a corresponding link. You will also be expressly informed that, by placing an order, you agree to the validity of the aforementioned GTC. Click on the “Buy now” button to complete the order and thus make a binding purchase offer. Conclusion of the purchase contract is governed by § 2 of these GTC.

3. Goods are only sold in typical household quantities.

Ordering Process for Orders over the Phone

4. For orders over the phone, the following paragraphs 4-7 shall apply instead of the preceding paragraphs. The validity of the remaining provisions of these GTC shall remain unaffected.

5. Orders placed over the phone also exclusively involve the goods shown in our Online Shop at the conditions stated there. When ordering over the phone, the ordering process comprises the following steps:

- At the beginning of the phone call, you will be asked amongst other things whether you have read the GTC, including the cancellation policy, and the privacy policy; this is a mandatory requirement for placing an order by phone.
- In the next step, you specify the desired item(s) from the online shop, which will then be placed in the shopping cart for you.
- You can then decide whether you want to create a customer account in our Online Shop if you do not already have one or whether to place your order without a customer account as a guest; in the case of guests and new customers, the data for the invoice and any different delivery address will be filled in based on the details provided. In order to continue the order process, you will need to agree to our GTC, including the cancellation policy, and the

privacy policy, or else the ordering process will be cancelled.
- The next step is to select one of the payment methods offered (for orders over the phone: invoice or prepayment).
- In the last step, you will have an opportunity to check all details (e.g., name, address, payment method, items ordered) once again and correct them if necessary. Completing the order and thus making a binding purchase offer is done by means of your confirmation during the phone call, which is carried out in the Online Shop by the employee attending you clicking on the “Buy now” button. Conclusion of the purchase contract is governed by § 2 of these GTC.

6. Deliveries are only made within Germany for all orders placed over the phone.

7. § 3(3) applies accordingly.

§ 4 Minors

SCHIESSER does not accept orders from Customers who have not yet reached the age of 18. Even our products for minors can only be purchased by persons over the age of 18. If you have not yet reached the age of 18, you may only order from our online shop together with your parents or an adult with parental authority.

§ 5 Right of Withdrawal

1. Right of 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 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 good.

To exercise the right of withdrawal, you must inform us (SCHIESSER GmbH, Schützenstraße 18, 78315 Radolfzell, e-mail: widerruf@schiesser.com; phone: 0800 723 78 11) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or an e-mail). You may use the attached model withdrawal form, but it is not obligatory. You can also exercise your right of withdrawal online at www.schiesser.com. If you use this online feature, we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

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 additional 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 until 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 or to:

SCHIESSER Online-Shop
c/o DHL Home Delivery GmbH
Vor der Hecke 960
34355 Staufenberg

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. The deadline is met if you send back the goods before the period of 14 days has expired.

We will bear the costs 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.

2. Model Withdrawal Form

Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract)

To: SCHIESSER GmbH, Schützenstraße 18, 78315 Radolfzell, email: widerruf@schiesser.com

- I/we (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

- Ordered on (*) / received on (*)

- Name of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if this form is notified on paper)

- Date

(*) Delete as appropriate.

3. Exclusion of the Right of Cancellation

The right of cancellation does not apply to the delivery of goods which 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, which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery or in the case of other legal reasons for exclusion.

§ 6 Delivery and Additional Right of Return

1. Unless otherwise agreed, delivery will be made to the delivery address specified by you. Unless otherwise expressly stipulated in these GTC, delivery shall only be made within Germany, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Austria, Poland, Sweden, Slovenia, Spain, the Czech Republic, Hungary or Belgium. Delivery within Germany is carried out by our logistics service provider, DHL Paket GmbH. In Denmark, this is handled by Post Danmark AS, in Finland by Posti Ltd, in France by La Poste or Colissimo, in Ireland by An Post and in Italy by SDA (Poste Italiane) or DHL Express Italy. Deliveries to Luxembourg are handled by Entreprise des Postes & Télécommunications, in the Netherlands by DHL NL, in Austria by Österreichische Post AG or DHL Paket (Austria) GmbH, in Poland by DHL Parcel Poland, in Sweden by PostNord, in Spain by DHL Parcel Iberia and in Slovenia by Pošta Slovenije. In the Czech Republic, deliveries are carried out by PPL, in Hungary by Magyar Posta and in Belgium by Bpost.

2. The delivery time within Germany is approximately two to three working days (Monday to Friday) from receipt of the shipping confirmation (see § 2(3) sentence 1 of these General Terms and Conditions); for deliveries abroad, the delivery time is approximately four to five working days from receipt of the shipping confirmation, in accordance with the above paragraph. You can track your order at any time using DHL shipment tracking.

3. Notwithstanding the statutory right of cancellation (see § 5 of these GTC), you have an additional right of return that can be exercised within thirty calendar days of receiving the goods. Within this period (period begins on the day after receiving the goods) you can return or hand over the goods free of charge using the enclosed return label (see return address, pursuant to § 5 (1) of these GTC), provided that the goods are complete, in their original packaging and are in unused and undamaged condition. If your parcel does not come with a return label, you can generate a free return label for your country of delivery. You can find all other information here: https://www.schiesser.com/kostenloser-rueckversand/. Timely dispatch is sufficient to meet the deadline. Payments already made to us will be refunded if the requirements described above are met. For this refund, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you. The right of return described above does not affect your statutory rights and claims, in particular your statutory right of cancellation and your statutory warranty rights.

§ 7 Prices and Shipping Costs

1. The prices stated in the Online Shop at the time of ordering apply. These prices include the applicable statutory value added tax.

2. Before completing the order, we will inform you in the order form - itemised and separately from the price of the goods - of any shipping costs that are to be borne by you. You can find more information on any shipping costs to be borne by you at https://www.schiesser.com/zahlarten-versand/.

§ 8 Payment Terms

1. SCHIESSER accepts the payment methods displayed during the ordering process. The following payment types are offered in the online shop:

Prepayment (only in countries with € as currency)

Instant bank transfer (only within the Federal Republic of Germany and Austria)

Invoice (only within the Federal Republic of Germany and Austria)

Credit card (Mastercard, VISA and American Express)

PayPal

iDeal (only within the Netherlands)

Klarna PayNow

Twint (only within Switzerland and Liechtenstein)

2. We reserve the right to perform a credit check in compliance with all relevant data protection regulations and, in the event of negative credit information, in particular if you are in arrears with invoices from previous orders in our Online Shop, the right to process your order only for the payment methods proposed by us (e.g., advance payment). We will immediately inform you of this decision, and in any case before conclusion of a purchase contract (cf. § 2(3) of these GTC).

3. In the case of payment by invoice, the amount is to be paid to the account specified in the invoice within 14 days of receiving the invoice. The invoice is enclosed with the parcel.

§ 9 Reservation of Title

The delivered goods remain the property of SCHIESSER until full payment has been received.

§ 10 Warranty

1. The warranty for defects in the purchased goods shall be governed by the statutory provisions. In particular, the Customer may demand subsequent performance (new delivery or remedying of defects / repair). However, SCHIESSER shall be entitled to refer the Customer to a new delivery if remedying the defects is only possible at disproportionate cost. In particular, the value of the item in flawless condition, the significance of the defect and the question of whether it would be possible for a new delivery to be used without significant disadvantages for the Customer must be taken into account.

2. Warranty rights are excluded if you modify the goods and this causes the defect.

3. You can assert your warranty claims by sending an e-mail to kundenservice@schiesser.com, stating the order number, your name and address and briefly stating the reasons. The defective goods must be returned to us (SCHIESSER Online-Shop c/o DHL Home Delivery GmbH, vor der Hecke 960, 34355 Staufenberg) for inspection. Please use the enclosed return label for this purpose. By fulfilling the above requirements, you will make it easier for us to review everything and speed up processing. A restriction of the warranty rights is not associated with any non-fulfilment on your part. Statutory provisions shall apply in this respect.

§ 11 Data Privacy

Protection of your personal data that you provide to us as part of the business relationship in the Online Shop is very important to us. We will only process your data in accordance with our privacy policy. You can view and print out the privacy policy here.

§ 12 Copyright and Trademark Law

1. The entire content of the website, in particular texts, graphics, photos, illustrations and software, is the property of SCHIESSER. This content is protected by copyright and other industrial property rights. No reproduction, editing, storage or other processing is permitted.

2. Unless otherwise indicated, all trademarks used on the website are the property of SCHIESSER. Any use or utilisation of the trademarks in any form whatsoever without our consent is prohibited.

§ 13 Liability

1. Subject to the following exceptions, we shall not be liable, in particular not for claims of the Customer for damages or reimbursement of expenses - irrespective of the legal grounds - in the event of a breach of duties arising from contractual or legal obligations.

2. The above exclusion of liability pursuant to § 13(1) shall not apply:
- to the buyer's own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- to the breach of essential contractual obligations. "Essential contractual obligations" are those whose fulfilment characterises the contract and on which the Customer may rely;
- in the event of injury to body, life and health, including by legal representatives or vicarious agents;
- insofar as we have assumed a guarantee for the quality of our goods or the existence of a performance success, or a procurement risk within the meaning of § 276 of the German Civil Code (BGB);
- in the case of liability in accordance with the Product Liability Act or other legally binding liability circumstances.

3. In the event that we or our vicarious agents are only guilty of minor negligence and there is no case of the preceding § 13(2), indents 3, 4 and 5 there, we shall only be liable for the contractually typical and foreseeable damage even in the event of a breach of essential contractual obligations.

4. The exclusions or limitations of liability pursuant to the aforementioned § 13(1) - (3) shall apply to the same extent in favour of our corporate bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.

5. A reversal of the burden of proof is not associated with the aforementioned provisions.

§ 14 Final Provisions

1. All contracts between you and SCHIESSER shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the restriction of the choice of law and the applicability of mandatory

(consumer protection) regulations, in particular of the country in which the Customer as a consumer has his habitual residence, shall remain unaffected.

2. SCHIESSER does not participate in dispute resolution proceedings before a consumer arbitration board (Section 36 VSBG).

Latest version of these GTC: 6/2026