

## TEQBALL.COM WEBSHOP TERMS OF USE

By using the Webshop, you enter into an Agreement with us on the following terms:

### 1. Definitions

Throughout the present Agreement, the words listed in this clause, as well as their grammatical equivalents and derivatives, shall have the meanings defined in this clause, whether or not they are capitalized.

<b>Agreement</b>	<p>the present “Teqball.com Webshop Terms of Use”, including any schedules, annexes thereof as well as any future modifications, corrections, and amendments thereto, as well as</p> <ul style="list-style-type: none"> <li>• any Sales Contract entered into thereunder;</li> <li>• Privacy &amp; Personal Data Protection Terms (available here: <a href="https://teqball.com/en/data-protection-and-privacy-policy">https://teqball.com/en/data-protection-and-privacy-policy</a>)</li> <li>• Membership Terms &amp; Conditions (available here: <a href="https://assets.fiteq.org/teqball/documents/membership_tos.pdf">https://assets.fiteq.org/teqball/documents/membership_tos.pdf</a>)</li> <li>• Digital Content Terms &amp; Conditions (available here: <a href="https://teqball.com/en/terms-and-conditions">https://teqball.com/en/terms-and-conditions</a>)</li> </ul> <p>In case of contradiction between any of these and/or the body of the Agreement, the latter shall prevail.</p>
<b>Applicable Law</b>	laws, regulations, obligatory rules issued by government or professional entities, relating to the subject matter of this Agreement, and in force in the Republic of Ireland and the European Union, to the exclusion of international sales treaties (such as the CISG)
<b>Customer / You</b>	the person or entity submitting an Order through the Webshop
<b>Force majeure</b>	an event fulfilling the following cumulative conditions: (a) independent of the will of a Party, (b) unforeseeable by a wary businessperson in similar circumstances, (c) insurmountable by a wary businessperson in similar circumstances;
<b>Incoterm</b>	DAP as defined per Incoterms (2010)
<b>Order</b>	the order for purchasing Teqball Products submitted by the Customer through the Webshop
<b>Party</b>	either the Customer or the Seller
<b>Parties</b>	the Customer and the Seller
<b>Purchase Price</b>	the gross price offered on the Webshop for the purchase of a Teqball Product, include taxes (except income tax), duties, fees, and any other expenses relating to making payment ;
<b>Purpose</b>	<p>offering to or actually, purchasing (Customer) or supplying (Seller) Teqball Products</p> <p>Unless expressly authorized by this Sales Contract, the Purpose does not include acting in the name of or on behalf of a Party, working as an employee of a Party, acting as a distributor of a Party, offering to or actually (re)selling, importing, exporting, purchasing, or manufacturing, any goods or services protected by a Party’s intellectual property, transferring any rights (including ownership) of any Party’s property (including intellectual property), using or modifying a Party’s intellectual property, or engaging with third parties who will likely do any of the aforementioned (for example, without limitation, wholesalers, distributors, online resellers, discounters, exporters/importers, media companies, sports clubs participating in televised events). To the greatest extent allowed by applicable law, the Parties agree that contravention of the Purpose shall entail damage to Teqball equivalent to at least 5 (five) times the Purchase Price, which shall be due immediately and without prejudice to any other remedy available to Teqball, including compensation for the full damages actually suffered.</p>

<b>Sales Contract</b>	the sales contract formed when an Order is accepted by us, whose terms shall be deemed to integrate the terms of this Agreement
<b>Seller / Us / We / Teqball</b>	<b>TEQBALL INTERNATIONAL LIMITED</b> , a company registered in Ireland at the Companies Registration Office under n° 556927, having its registered address at 16/17 College Green, Dublin 2, D02 V078 Ireland, with IRE VAT n° IE3372175TH  Teqball is, in this contract, acting on its own behalf and may act on behalf of its group companies and/or distributors, who may apply the Contracts (Rights of Third Parties) Act 1999 or equivalent in their respective applicable laws. Teqball may execute its obligations through subcontractors, agents, the members of its group companies and/or its distributors.
<b>Teqball Products</b>	the products available for purchase on the Webshop, including any required accessories, manuals, and packaging materials
<b>Using</b>	execution of, or access to, the Webshop or an element thereof, for example: directly, indirectly (for example, through another web site) , manually (for example, by typing the address, following a link, or opening a file off-line) , automatically (for example, through a program permitting the automatic generation or extraction of content)
<b>Venue</b>	Republic of Ireland
<b>Warranty Period</b>	24 months starting from the date of receipt of the Teqball Product by Customer
<b>Webshop</b>	the webpage available here: <a href="https://www.teqshop.eu">https://www.teqshop.eu</a>

## 2. Contracting Principles

**2.1. Warranted Characteristics:** The parties are entering into this Agreement and/or a Sales Contract on reliance of the warranted characteristics below. Teqball may request copies of documents substantiating these characteristics. Without prejudice to any other remedies, Teqball may annul or terminate this Agreement and/or a Sales Contract, at the other party's expense, upon learning that any of these warranted characteristics is not met at any time during the term.

If Customer is a natural person, it warrants that it is of sufficient legal age in the country in which it has entered into this Agreement and/or a Sales Contract to be able to validly enter into this Agreement and/or a Sales Contract.

If Customer is an entity, it warrants that it is entering this Agreement and/or a Sales Contract as an independent professional with an already existing business not dedicated primarily to the sale or distribution of the Teqball Products and not as a consumer, employee, or agent. Customer further warrants that it has all the resources, administrative authorizations, and professional qualifications to execute its obligations under this Agreement and/or a Sales Contract.

Customer warrants that its execution of the obligations or requirements under this Agreement and/or a Sales Contract do not and will not violate any other contract to which it is bound or any provisions of Applicable Law or local law.

**2.2. Entire Agreement:** With respect to its subject matter, this Agreement and/or a Sales Contract constitute the entire agreement between the Parties and supersedes all previous negotiations, agreements, and commitments between them, whether oral or written, and in particular any Customer general terms of purchase.

**2.3. Modifications:** Without prejudice to an executed Sales Contract, this Agreement, the Teqball Products, Purchase Prices, and other related elements, can be modified or withdrawn by us at any time and at our discretion, without notice, and with immediate effect.

No modification to this Agreement and/or a Sales Contract may be made without a written document signed by Teqball's authorized representative.

2.4. **Severability:** If any term of this Agreement and/or a Sales Contract is invalid, void, or unenforceable, the Parties agree that the other provisions therein shall remain binding between them. If such remaining terms are insufficient to organize a workable contractual relationship achieving the Purpose, the Parties shall substitute clauses that achieve this result and that are as close as possible to the original terms.

### 3. Purchase Order

3.1. **Purchase Order Acceptance:** Orders are validly submitted upon receipt of a confirmation email from us letting you know that the Order has been received and accepted, upon which a Sales Contract is formed. Until such time, Teqball reserves the right to reject an Order for objective reasons that will be indicated to Customer in email. Any proposed modification of the terms of this Agreement and/or a Sales Contract, that is submitted through an Order, even if the Order itself is accepted by Teqball, shall be deemed null and void.

3.2. **Purchase Order Cancellation:** All accepted Orders form a final and binding offer to purchase and pay, and may not be cancelled by the Customer (except for EU consumers, please cf. clause 6.1 ("Cancellation Right")).

### 4. Seller's Obligations

Seller shall provide:

WHAT	WHEN	WHERE / HOW	PROVEN BY	OWED TO CUSTOMER IF NOT PROVIDED
Sale of Teqball Products (transfer of title)	upon complete payment of Purchase Price	country of origin	Seller's bank account	0.1% of Purchase Price / day
Delivery of Teqball Products (transport & transfer of risk)	date indicated in shipping offer selected when placing Order	as per Incoterm	state of Teqball Product and transport proven by shipping / repair documents	
Manufacturer's Warranty: repair, refund or replace	Warranty Period	country of delivery / free of charge;		N/A

4.1. **Force Majeure:** Teqball's obligations effected by an event of force majeure (including as a result of the other Party's inability to execute its obligations) are suspended for the duration of such event.

### 5. Customer's Obligations

Customer shall provide:

WHAT	WHEN	WHERE / HOW	PROVEN BY	OWED TO SELLER IF NOT PROVIDED
payment of Purchase Price payment of delivery costs payment of insurance costs	in advance of shipping ; (for "Buy Now Pay Later" cf. below)	payment by credit/debit card	statement from Teqball's bank	N/A

arranging and paying all import licenses, customs duties, taxes, or other expenses related to import	whenever required	outside country of origin / as importer of record	customs/tax documents	customs and/or tax costs (including fines) incurred by Teqball
receipt and acceptance of Teqball Products	date and time of delivery	place of delivery	shipping documents	resulting damage to Teqball Products, transport and logistics costs (unless refusal objectively justified by state of Teqball Products)
bailment & storage of Teqball Products pending return	from the date Customer informs Teqball that it is exercising its right to cancel/return to the date the Teqball Product is returned	place of delivery / on a fiduciary basis as Teqball's bailee ; store products in a way that they remain readily identifiable as Teqball's property ; not destroying, defacing, or obscuring any identifying mark on or relating to the products		

5.1. **“Buy Now Pay Later”**: Customers may choose to benefit from a one time offer to purchase 1 (one) Teqball Product with a split payment method at no extra charge or interest to them. The initial amount that is payable before shipping and the amounts of the remaining split payments are detailed on the payment details of the checkout page.

5.2. **Delivery Hindrance**: Beyond any other remedies available to it, if Teqball cannot deliver and if Customer is already the owner of the Teqball Product on the delivery date, it shall, at Customer's expense and risk, and in Customer's name and on its behalf, (i) arrange its transport to the nearest warehouse adapted for storing similar objects, (ii) warehouse the Teqball Product therein, and (iii) insure the Teqball Product. Beyond any other remedies available to it, if Teqball cannot deliver and it is still the owner of the Teqball Product on the delivery date, it shall, at Customer's expense and risk, warehouse and insure the Teqball Product as above.

## 6. CUSTOMER RIGHTS

6.1. **Product Claims**: Customers having received a Teqball Product that is (i) damaged or (ii) does not correspond to the description on the Order, should, as soon as possible, inform us via email at [info@teqball.com](mailto:info@teqball.com) or by post at our address above. Please include your Order number/proof of purchase, item name & description, contact details, preference (for example refund or exchange), and, if applicable, proof of damage (photos of damaged Teqball Product, including serial number if any). Depending on the dates and information contained in your message, and assuming that the issue was not caused by your action or omission, you may exercise your statutory rights, and if more extensive, enter a claim under our Manufacturer's Warranty, leading to the repair, replacement or reimbursement of the Teqball Product.

6.2. **Cancellation Right (EU Consumers)**: Customers that are consumers (as such term is defined in EU Directive n° 2011/83) based in the EU may cancel their purchase within 14 calendar days from the date of delivery of the Teqball Product and receive a full refund if they return – at their expense and risk – the Teqball Product to us undamaged within 14 days of informing us of their decision to cancel. This right to cancel does not apply to customized Teqball Products, undergarments, or some types of jewellery. In order to exercise your right, you must inform us thereof via email at [info@teqball.com](mailto:info@teqball.com) or by post at our address above, and include your Order number, item name & description, and contact details. If the Teqball Product is returned to us undamaged within 14 days of informing us of your decision to cancel, we will refund you for the full Purchase Price of that Teqball Product within that time, as well as any standard shipping & handling that you paid for that item in your Order.

## 7. Product Liability

Teqball Products are manufactured to the highest industry and safety standards (including EN 14468-1:2015; UL 962) and Teqball constantly performs quality and safety testing to ensure that these standards are maintained or exceeded. Nevertheless, no product, especially one with heavy or moving parts, is completely risk free.

**SERIOUS INJURY OR DEATH MAY RESULT FROM NOT FOLLOWING THE INSTRUCTIONS IN THE OWNER'S MANUAL, IN WHICH CASE TEQBALL AND ITS ASSOCIATED ENTITIES AND PERSONNEL DECLINE ALL LIABILITY!**

**IN ALL CIRCUMSTANCES, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, TEQBALL'S LIABILITY RELATING TO DIRECT DAMAGE SUFFERED IN RELATION TO THE TEQBALL PRODUCT SHALL BE LIMITED TO (1) \$5,000 (FIVE THOUSAND USD) OR (2) ACTUAL SUBSTANTIATED DAMAGES, WHICHEVER IS LOWER.**

**NO LIMITATION OF LIABILITY SHALL APPLY TO INJURY OR DEATH CAUSED BY TEQBALL'S GROSS NEGLIGENCE OR TO ANY OTHER DAMAGE THAT MAY NOT BE LIMITED BY APPLICABLE LAW.**

**IN ALL CIRCUMSTANCES, AND TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, TEQBALL DECLINES ALL POTENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE SUFFERED IN RELATION TO THE TEQBALL PRODUCT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH BEFOREHAND.**

Any product liability claim must be substantiated by documentary evidence recorded within 5 (five) calendar days of sustaining the damage and, within 10 business days of the same date, submitted to [legal@teqball.com](mailto:legal@teqball.com) or by post to Teqball's address above, unless longer claim windows are provided by applicable law.

## **8. Other Liability**

We are not liable for consequential damage or loss (including, but not limited to, loss of sales, loss of profit, loss of revenue, loss of data, anticipated savings, loss of goodwill, business interruption, reputational damage, legal fees) under this Agreement and/or a Sales Contract, even if we have been advised of such possibility.

In any event, the Parties agree that our maximum liability under or related to this Agreement and/or a Sales Contract is limited to the Purchase Price.

## **9. Governing Law & Jurisdiction**

### **9.1. Applicable Law**

This Agreement and/or a Sales Contract, all matters arising from it, including disputes, and the relationship of the Parties relating to this Agreement and/or a Sales Contract, are governed by the Applicable Law.

### **9.2. Venue & Injunctive Relief**

Without prejudice to any applicable law allowing a consumer to choose a different venue, the Parties submit to the exclusive jurisdiction of the competent courts in the Venue for all proceedings relating to this Agreement and/or a Sales Contract, all matters arising from it, including disputes, and the relationship of the Parties relating to this Agreement and/or a Sales Contract.

Nevertheless, you recognize that a breach of this Agreement and/or a Sales Contract may cause irreparable harm to us and that actual damages may be difficult to ascertain or inadequate in such cases. We will thus have the right to enforce this Agreement and/or a Sales Contract by injunction, specific performance, or other equitable relief, without a requirement to

prove actual damages and without prejudice to any other rights and remedies that we may have otherwise.

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