

Terms and Conditions
for the Web-Shop
Megasus Horsetech GmbH
as of March 2018

1. Scope of Application

These General Terms and Conditions for Megasus Horsetech GmbH, company registration number FN 329922 f (which will be referred to in the following document as “MEGASUS”) will be valid at the time of placing an order and apply to all contracted agreements concluded **between MEGASUS and private or commercial customers** within the scope of the web-shop shop.horserunners.com

The customer is a consumer, when entering into a transaction for a purpose which can be attributed neither to his commercial nor his personal professional activity. An entrepreneur is a natural or juristic person or a partnership possessing legal personality, acting in persons who upon conclusion of this contract carry out their industrial, commercial or self-employed professional activities.

By making a purchase, the customer submits that he/she has read and understands the General Terms and Conditions and engages in our “Service” and agrees to be bound by the following terms and conditions. These General Terms and Conditions shall apply to all future transactions, even without further explicit agreement. As these may be subject to change at any time without notice, it is the customer’s responsibility to check this page prior to any use or purchase.

Amendments and supplements of the General Terms and Conditions, as well as oral agreements, of which deviate from the content of these General Terms and Conditions will only be effective with a written confirmation from MEGASUS. MEGASUS rejects explicitly any general terms of purchase from businesses or customers respectively. Any general terms and conditions deviating from these General Terms and Conditions submitted by the customer shall have no validity, unless their validity has been agreed upon explicitly in writing.

MEGASUS reserves the right to withdraw from the sales contract in cases of print or wording or calculation mistakes on the website.

The General Terms and Conditions are available in [PDF](#) print form in the MEGASUS web-shop, shop.horserunners.com.

2. Contract Language

The contract language is either in English or in German. All other information and dealings will be offered in English or German.

3. Applicable Law, Jurisdiction and Place of Fulfilment

Austrian substantive law applies exclusively to the legal relationships between MEGASUS and its customers under exclusion of its reference provisions and the UN sales law (United Nations Convention on Contracts for the International Sale of Goods (CISG)), provided that no enforced state regulation proceeds where the customer, who is a consumer has his/her residence.

The competent court in Graz is considered to be agreed upon as the exclusive place of jurisdiction for all disputes arising indirectly or directly from this contractual relationship with MEGASUS.

4. Online Dispute Settlement Platform

The EU-Commission offers the possibility to resolve disputes through its own practicing Online Disputes Settlement Platform. The Dispute Settlement Platform is available through the following external Link <http://ec.europa.eu/consumers/odr>.

5. Data Protection

It shall be noted, that in order to fulfill the contract: names, addresses, telephone numbers/fax numbers, e-mail address as well as the payment method of the MEGASUS customer for the means of automated data processing (accounting, customer file) will be saved with a data carrier. Consumer data will not be passed onto a third party, except for the case, when necessary to fulfill the order (to the executing supply business or the Payment Service Provider Payone GmbH).

6. Business Objective

MEGASUS uses the web-shop shop.horserunners.com for the sale of their self-developed and produced MEGASUS Horserunners, their accessories, merchandise for equestrian sport, as well as for the training (workshops / seminars) to private and commercial clients. The purchase agreements solely come into existence through the web-shop shop.horserunners.com.

7. Conclusion of Contract

The contained offers, information and descriptions from MEGASUS that are in the web-shop are subject to change and non-binding. Errors are reserved. Customers may place an order only if they provide complete personal information.

The order constitutes a binding offer for the conclusion of a sales contract concerning the product ordered. A confirmation of the receipt of the order will be sent electronically, via automated e-mail (order confirmation) for every online order placed via the web-shop, shop.horserunners.com. The confirmation only documents that the customer order has been received and does not constitute an order or application acceptance. The contract will be legally binding first through a separately written order confirmation from MEGASUS or through the actual service provisions to the customers. In the event that MEGASUS is unable to confirm a customer's offer, we will endeavor to inform you of this at the earliest possible opportunity.

8. Prices, Delivery Costs, Due Date, Delay and Invoice

The MEGASUS product prices, for customers who are consumers at the end of the order transaction are the final prices, including VAT and delivery costs, but excluding all import and export duties as well as all customs tariffs, fees and taxes associated with the delivery.

For deliveries to Non-EU-countries, the indicated prices, according to § 6 (1) Z1 Value Added Tax Act, do not include VAT. In these cases, there may be incurred import duties such as customs, import taxes and fees.

For the legal transaction to be concluded with the customers, who are not consumers, the minimum order value must amount to at least EUR 3,000.00 or USD 3,900.00 per order. If the goods are not readily available, the customer must make a deposit in the amount of 50% of the total price (contract manufacturing). After completion and before shipment, the customers receive notice and has the responsibility to pay the remaining amount.

Insofar that a discount was not expressly agreed upon, the customer is not entitled to the discount. The purchasing price will in principal promptly due to be paid by the customer, if nothing else was organized. Deviations require a separate written agreement.

MEGASUS accepts the following payment methods.

- Sofort (direct banking – available in Germany, Austria, Switzerland, Netherlands)
Available up to an order value of EUR 10,000 or USD 13,000. The customer will receive the transfer data after placing the order.

- **Advanced Payment / Bank Transfer**
The customer will receive the transfer data after placing the order.
- **PayPal**
Available up to an order value of EUR 5,000 or USD 6,500. The data for the PayPal account where payments should be made will be provided after the order. The incurring fees are to be carried by customers. To use this payment method, the customer must have an existing PayPal account or create one when ordering.
- **Credit Card (Mastercard, VISA, American Express)**
Available up to an order value of EUR 5,000 or USD 6,500. The payment charge will be executed following the order. The customer is responsible for the incurring fees.
- **Giropay (Online-Transfer Germany)**
Available up to an order value of EUR 10,000 or USD 13,000. The customer will receive the transfer data after placing the order.

In the event of delayed payment MEGASUS will charge consumers at the statutory rate, on the due invoice amount as of the day on which the invoice was due. In the case of businesses (B2B, business to business), default interest of 9,2 % p.a. above the applicable base interest rate of the Austrian National Bank will be charged.

Furthermore, in the case of a default of payment by transactions between businesses, a lump sum of EUR 40 will be charged for the compensation of operating costs. Additional claims remain untouched.

Insofar as a customer is not a consumer, any complaint regarding the product is not entitled to withhold the MEGASUS purchase price. The counter claims against the claims of MEGASUS are inadmissible insofar as the claim is not valid or undisputed or does not stand in connection with the customer's liabilities.

The customer agrees to receive their receipts and invoices electronically. Electronic receipts and invoices will be sent in PDF form per E-Mail.

9. Delivery

MEGASUS carries out the orders after completed payment without undue delay. The ordered goods will be prepared – if the goods are already in the warehouse – in principle, for shipment within 5 business days. Insofar the goods are not in stock in the warehouse, MEGASUS will let the customer know of the presumptive date of delivery per email. The anticipated delivery time is dependent on the country of destination and can be looked up in a separate chart in the web-shop. Date of delivery and deadlines are however nonbinding and are only valued as a guideline, provided that they have not been explicitly or otherwise in agreed upon in writing.

Relevant for deliveries is the delivery address of the customer, unless otherwise stipulated. In the case that a delivery to a customer is not possible because the ordered goods were not accepted or the delivery address was falsely declared, the customer must bear the cost for the unsuccessful delivery. In those cases where the customer is not a consumer, it is required to inform MEGASUS (as well as forwarding company, mail or any bearer/forwarding agent) in writing or per Email immediately of any transport damages.

MEGASUS holds the right, by discretion to ship multi-unit packages either together or separate, especially in the case when the ordered goods are not all at once available. MEGASUS delivers to addresses worldwide. Direct self-pick-up of an ordered item is not possible.

10. Transfer of Risk

To the extent the customer is a consumer, general legal provisions of the transfer of risks apply. For the delivery to commercial customers, the risk of accidental loss, destruction or accidental deterioration of the goods will pass to the buyer, as soon as the goods are handed over to the carrier.

11. Disclosure of Information

The customer must inform MEGASUS for the service provision of all truthful and necessary information and data. Changes of circumstances, especially changes to customer data (name, address, e-mail) should be promptly be reported to MEGASUS.

12. Cancellation Policy

Customers, who are also consumers, can withdraw from a distant contract or an off-premises contract within 14 days without given reason for the withdrawal.

The following contains the legally required information on the requirements and consequences of the right of cancellation for consumers:

Cancellation rights

You have the right, within 14 days without given reason and without penalty to withdraw from this contract.

The statutory cancellation period is 14 days starting from the day when you or a third party, who is not the carrier, has taken possession of the items or, in the case of part deliveries, the final item. This cancellation rights must be exercised by informing us,

Megasus Horsetech GmbH
Office Graz
Klosterwiesgasse 40
A-8010 Graz
E-Mail: service@horserunners.com

by means of an unequivocal declaration (e.g. by a letter sent by post, fax or e-mail) of your decision to cancel this contract. To this end you may use the standard cancellation form. However, this is not obligatory.

To observe the cancellation period, it is sufficient for you to send the statement of your wish to exercise your cancellation rights before the expiry of the cancellation period.

Consequences of cancellation

If you cancel this contract, we have to return to you any payments which we have received from you, including delivery costs (with the exception of any supplementary costs arising from your choice of any means of delivery other than our standard most inexpensive delivery option), without delay and at the latest within fourteen days from the day on which notice of your cancellation of this contract was received by us. For this repayment, we shall use the same means of payment you employed for the original

transaction, unless expressly agreed otherwise with you; on no account will you incur any financial charge on our part on account of this repayment.

We may refuse any repayment until we have received back the goods or until you have provided proof that you have sent back the goods depending on whichever is earlier.

You must send back or hand back the goods without delay, and in any case at the latest within fourteen days from the day you informed us of the cancellation of this contract, to:

**Megasus Horsetech GmbH
c/o Schenker & Co. AG
Griesauweg 27-29
6020 Innsbruck, Austria**

The time limit is observed if you dispatch the goods before the end of the fourteen-day period.

You bear the direct costs of returning the goods.

You shall only be liable for any loss in value of the goods if this loss in value is attributable to the handling of the goods which is not necessary to check the quality, characteristics and functioning of the goods.

Exemption to the Right of Cancellation

The cancellation right does not exist in the case of the following contracts unless the parties have agreed otherwise:

- Contracts for the delivery of goods if these by reason of their nature have been inseparably intermixed with other goods after delivery;
- Contracts for the delivery of goods which are not pre-manufactured and the specification for the production of which is determined by the individual choice of the customer or which are clearly customized for the individual needs of the customer;
- Contracts for the delivery of sealed goods which for reasons of health protection or hygiene are not suitable for returning if the sealing has been removed after delivery;
- Contracts for delivery of goods whose price is dependent on market fluctuations, which MEGASUS has no influence and which may occur within the cancellation period.

13. Reservation of Title

The delivered goods remain the property of MEGASUS until the purchase price has been paid in its completeness, including all incurred costs on the current invoice, including all possible interests, unauthorized deductions or discounts not recognized by MEGASUS.

As long as such reservation of titles are valid and not all the claims are settled, the goods are to be handled with due care. Pledges and pledged securities of the principal before complete payment are excluded.

If the supplied goods are to be seized or confiscated or otherwise taken up by a third party, the customer shall inform MEGASUS promptly. To implement the property laws, the correct information and documents need to be made available for MEGASUS without delay.

14. Warranty

Insofar that the customer is a consumer, the general legal clauses of the right of guarantee are valid. Warranty comprises the legal mandatory liability of MEGASUS for defects which the purchased goods have at the time of delivery. Defects arising at a later time are not recognized. The warranty claims are to be claimed within a period of 2 years from the date of delivery, whereby within the first six months from the delivery, MEGASUS has to prove that the defect has not existed at delivery.

From the 7th month of delivery, the customer is required to provide proof. MEGASUS shall be obliged to improve or replace the product in case of warranty. If MEGASUS is unwilling or not able to repair the problem or provide a replacement or the time taken to carry this out is longer than the appropriate time period expected for reasons that fall within the responsibility of MEGASUS or if the repair/replacement delivery is unsuccessful, then the customer is entitled to withdraw from his contract or to ask for an appropriate reduction of the purchase price.

As far as the customer is not a consumer, the customer is responsible for checking the goods upon delivery for completeness and conformity. Any obvious defects must be reported immediately after receiving the goods. In the case that recognizable defects are found within 8 days or other defects within a week after their discovery, a written detailed description of the defects is required. If the complaint is not made, acceptance of fault by the receiving party will be assumed and any warranty is excluded. In the case that a proper complaint is made, the provisions of the warranty law shall be upheld. A warranty period of one year is agreed upon between customers who are not consumers and MEGASUS.

The guarantee for defects that occur as a result of incorrect handling, normal wear and tear or external factors is excluded.

15. Manufacturer Guarantee

Insofar the manufacturer made a voluntary commitment, that the goods would properly function for a specific amount time, (the manufacturer guarantee) then the concerning manufacturer guarantee is applicable. The terms and limitation of the respective manufacturer guarantee are then to be taken from the respective warranty conditions.

16. Liability

Insofar as the customer is a consumer, the general legal liability conditions are valid. Any liability for instances of slight negligence shall be expressly excluded. Claims for damages become statute-barred after 3 years from the knowledge of the damage and damaging party.

In those cases, where the customer is not a consumer, MEGASUS is not liable for specific outcomes and in any case, only for grossly culpable breaches and the maximum being the common value of the customers ordered goods. Any liability for instances of slight negligence shall be expressly excluded. Furthermore, MEGASUS only takes liability for typical and foreseeable losses, meaning those with accordance with the conclusion of the contract that have been reasonably expected for the circumstances known at this time. Claims of damage of which the customer could obtain insurance coverage or which are in the control of the customer, out of other indirect damages and losses or lost profits as well as general property damage, in particular from deficient, failed or delayed service provision are expressly excluded.

The claims of damages by the customer who is not a consumer and the above provisions of compensation claims become statute barred after 6 months from the knowledge of the damages and the party at fault. The compensation according to the Product Liability Act is governed by statutory provisions. All recourse claims according to § 12 PLA are excluded, unless the party entitled to recourse proves that the fault was caused at least by gross negligence from MEGASUS.

If the liability of MEGASUS is excluded or limited, this also applies to the personal liability of employees, representatives, assistants and other auxiliary persons.

17. Disclaimer of liability

In preparation of our website and web-shop, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, MEGASUS disclaims any responsibility for typographical errors and accuracy of the information that may be contained on MEGASUS web pages.

18. Force Majeure

Insofar that the customer is not a consumer, in cases of Force Majeure or other unforeseen impediments in the sphere of MEGASUS, MEGASUS is absolved from agreed upon commitments. Particular cases of Force Majeure are considered as also operational and traffic disruptions, improper implementation of services (non-delivery or non-performance of the subcontractors, transport disruptions or termination of production; for the length of the above laid out hindrances, MEGASUS is freed of its obligation to perform duties, without customer claims to price reductions or right to other compensation.

19. Severability Clause

Insofar that the customer is not a consumer, certain terms of the current contract should be ineffective or impracticable after contract closure, then the validity of the remaining provisions of the contract still remains unchanged. Practical and effective provisions, the effects of which will come closest to fulfilling the commercial goals pursued by the contracting parties through the ineffective and/or impracticable provisions, will replace the ineffective or impracticable provisions. The provisions above also apply in the case that the contract is incomplete.

Standard Cancellation Form

(If you wish to cancel your order, then fill out the following form and send it back)

To:

Megasus Horsetech GmbH

Office Graz

Klosterwiesgasse 40

A-8010 Graz

E-Mail: service@horserunners.com

I/we (*) hereby cancel the contract that I/we (*) concluded for the purchase of the following goods (*) or provision of the following services (*)

Ordered on (*) /received on (*) (date):

Name of the consumer(s):

Address of the consumer(s):
.....
.....
.....

Signature of the consumer(s): (only if submitting a paper copy)

Date:

(*) Please cross off what is not applicable.