

## legals

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## General Terms & Conditions of Business (GTC)

### Scope, customer information

The following General Terms & Conditions of Business govern the contractual relationship between Askari Sport GmbH and consumers and merchants who purchase goods through our shop [www.askari-fishing.com](http://www.askari-fishing.com). We do not accept terms that conflict with or differ from our General Terms & Conditions of Business. The contractual language is German.

### Conclusion of Contracts

You may place one or several items in the shopping cart. During the order process you will be asked to enter your data and any requests regarding means of payment, delivery terms, etc. You are under no obligation to purchase the items until you click the order button. Upon clicking the order button, you make a binding offer to enter into a purchase contract. You may also submit a binding order by telephone or fax. A prompt e-mail or fax confirming receipt of your order does not yet constitute acceptance of your offer to buy.

All offers made in our catalogs and online shop are nonbinding. Placing an order via our online shop or by ordinary mail constitutes an offer to conclude a contract with us for purchase of the corresponding article or articles.

The purchase contract is then concluded when we dispatch the ordered merchandise to you. Deliveries to addresses in Germany go out within five workdays of receiving your order. Other delivery times may apply to some articles; if this is the case, it is indicated on the corresponding product page so that you are properly informed before submitting your order.

If it is impossible for us to deliver goods within the usual time periods due to operational disruptions that are beyond our control (e.g. force majeure, strikes, raw material shortages or shipping bottlenecks), we will inform you of this without delay. Only in these cases are we entitled to send multiple articles that you have ordered together in separate shipments. Division of a single shipment comprising several articles into several packages only takes place if sending all articles together in a single parcel would exceed the shipping agent's weight or size limits.

In the exceptional event that an article you have ordered is not available at all or cannot be delivered within 10 working days, no contract is concluded. We will inform you of this circumstance immediately upon receiving your order.

If a contract for the delivery of a certain article has already been concluded, we may only withdraw from our obligation to deliver if our inability to do so is due to operational disruptions that are beyond our control (e.g. force majeure, strikes, raw material shortages or shipping bottlenecks). In cases of this kind, we will inform you of our inability to deliver and promptly refund any payments that you have already made.

We charge a small-quantity surcharge of €3.50 (CHF 3.50) on orders with a total purchase price of less than €25.00 (CHF 25.00), since we are otherwise unable to profitably handle them. This surcharge covers the share of material and personnel costs corresponding to the order, to avoid having to stipulate a minimum order value.

### Customer information: storage of your order data

We save your order along with the details of the contract entered into (e.g., the product type, price, etc.). We will send you a copy of the GTC, but you may also see them on our website at any time after the contract is made. As a registered customer, you can access your past orders through the customer login area ("[My Account/Orders](#)").

## Customer information: making corrections

You can use the Delete key to correct your entries at any time before you submit your order. We will inform you of other possibilities for correction as you proceed through the ordering process. You can terminate the ordering process at any time by closing the browser window.

## Terms of Delivery

Articles are only sold and delivered in normal quantities for household use. Articles are dispatched from our warehouse at our own risk, to recipients within Germany by DHL. Some articles may have to be sent by other means, for example by a trucking company if merchandise is unsuited for sending as parcels. This is the case if it is specified in a product's description.

Our delivery range includes: Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Poland and Portugal.

Swiss customers are requested to use our Swiss online shops <https://www.askari.ch> and <https://www.askari-jagd.ch>.

Switzerland can only be selected by Swiss customers as the country of destination for deliveries.

Swiss customers can only have merchandise delivered to Switzerland.

## Prices

Our prices include the Value Added Tax (VAT) prescribed by law. Please note that we can only offer you the stated prices if you place your order on the Internet, since such orders can be processed using less expensive distribution channels. The valid prices for catalog/mail- order and in-shop purchases are cited in the corresponding catalog or shop.

## Terms of Payment

### **For German and Austrian customers:**

Payment by direct debiting, advance bank transfer, credit card, on account, sofort banking or Paypal.

### **For Swiss customers:**

Payment by credit card, on account, Paypal or advance bank transfer.

### **For customers of other countries:**

Payment by credit card, Paypal and advance bank transfer.

We cannot be held liable for the loss of cash.

We reserve the right to assess our customers' credit-worthiness. In order to cover credit risks, we must reserve the right to make fulfillment of your order dependent on advance bank transfer, payment by credit card, sofort banking or Paypal depending on the results of our credit assessment.

In the case of payment by invoice (postpaid deliveries), you agree to pay the invoice amount within 10 days after receiving the merchandise.

The payment via credit card and direct debiting will be executed on goods issue.

### **Advance bank transfer**

Fill out the bank form with your customer reference number and transfer the amount stated in the invoice + postage and packaging charges + small-quantity surcharge + any surcharge for bulky goods to the following account:

Volksbank Südmünsterland-Mitte eG

IBAN: DE13 4016 4528 0027 2006 06

BIC: GENODEM1LHN

### **For advance bank transfer from other countries:**

Please see the section "Shipping outside of Germany".

## Shipping Charges

### **For delivery within Germany:**

Postage and packaging: € 5,99.

If additional shipments are required, no charge shall be made for postage and packaging.

**Surcharge for bulky goods:** € 9.95 for packages from 1.20 m length/approx. 3'11", regardless of the order value. For rods, rod sets and landing nets € 3.99 from 1.20 m length/approx. 3'11", regardless of the order value.

A surcharge will be added for specially-marked items that must be sent via a forwarding agent due to bulkiness oder weight.

**Shipping live bait:** Delivery only within Germany (mainland only, not island delivery). For organisational reasons, live bait orders cannot be carried out as express or premium deliveries.

**Express delivery:** When you order online till 13.00 am Mo-Fri (except on German public holidays), we send your parcel upon request at the same day. This offer is only valid for orders within main land Germany and if goods are in stock. Not combinable with cash before delivery or orders that include live baits. Surcharge: € 4.99. Surcharges are also due, if you perceive your 14 days right of revocation.

## Shipping Outside of Germany

**The following conditions differ from the above and are applicable to shipments outside of Germany:**

### Austria

Postage and packaging: € 5,99.

If additional shipments are required, no charge shall be made for postage and packaging.

**Surcharge for bulky goods:** € 9.95 for packages from 1.20 m length/approx. 3'11", regardless of the order value. For rods, rod sets and landing nets € 3.99 from 1.20 m length/approx. 3'11", regardless of the order value.

Methods of payment: credit card, on account, advance bank transfer, Paypal, sofort banking or direct debiting.

#### Advance bank transfer

Fill out the bank form with your customer reference number and transfer the amount stated in the invoice + postage and packaging charges + small-quantity surcharge + any surcharge for bulky goods to the following account:

Volksbank Südmünsterland-Mitte eG

IBAN: DE13 4016 4528 0027 2006 06

BIC: GENODEM1LHN

Telephone: 01 - 3 10 06 20

Fax: +49 (0)2591 - 9 50 25

Internet: [www.askari.at](http://www.askari.at)

E-Mail: [service@askari.at](mailto:service@askari.at)

### Switzerland

Swiss customers are requested to use our Swiss online shops <https://www.askari.ch> and <https://www.askari-jagd.ch>.

Switzerland can only be selected by Swiss customers as the country of destination for deliveries.

Swiss customers can only have merchandise delivered to Switzerland.

The invoice in CHF is calculated by converting the price in Euros directly to CHF at the current rate of exchange. No additional taxes or duties are charged.

Postage and packaging: CHF 9.99.

**Surcharge for bulky goods:** CHF 19.95 for packages from 1.00 m length/approx. 3'3", regardless of order value. For rods, rod sets and landing nets CHF 3.99 from 1.00 m length/approx. 3'3", regardless of order value.

Payments may be paid for by credit card, paypal or advance bank transfer or on account.

#### Advance bank transfer

Fill out the bank form with your customer reference number and transfer the amount stated in the invoice + postage and packaging charges + small-quantity surcharge + any surcharge for bulky goods to the following account:

Raiffeisenbank St. Gallen

Account Recipient: Askari Sport GmbH Lüdinghausen

IBAN: CH 77 8080 8002 3515 7262 8

Bank Clearing No. 80808

BIC: RAIFCH22005

Please address all postal correspondence to our German address:

Askari Sport GmbH

Ludwig-Erhard-Str. 4

D-59348 Lüdinghausen

Germany

For possible returns, please use our Swiss address:

Post CH AG

c/o Askari Sport GmbH

Güterstr. 59

4135 Pratteln INT

Telephone: 061 - 3 22 27 74

Fax: 061 - 3 22 27 75

Internet: [www.askari.ch](http://www.askari.ch)

E-Mail: [service@askari.ch](mailto:service@askari.ch)

## Other Countries

Our delivery range includes: Belgium, Denmark, Finland, France, Italy, Luxembourg, Netherlands, Poland, Portugal, Sweden and the Czech Republic.

Postage and packaging: €14.99.

**Surcharge for bulky goods:** € 20,- for packages from 1.00 m length/approx. 3'3", regardless of the order value. For rods, rod sets and landing nets € 3.99 from 1.00 m length/approx. 3'3", regardless of the order value.

Shipments can only be paid for by PayPal, credit card or advance bank transfer.

### Advance bank transfer

Fill out the bank form with your customer reference number and transfer the amount stated in the invoice + postage and packaging charges + small-quantity surcharge + any surcharge for bulky goods to the following account:

Volksbank Südmünsterland-Mitte eG

IBAN: DE13 4016 4528 0027 2006 06

BIC: GENODEM1LHN

Address all correspondence and an return shipments to:

Askari Sport GmbH

Ludwig-Erhard-Str. 4

D-59348 Lüdinghausen

Germany

Telephone: +49 (0)2591 - 9 50 50

Fax: +49 (0)2591 - 9 50 25

Internet: [www.askari-fishing.com](http://www.askari-fishing.com)

E-Mail: [service@askari-fishing.com](mailto:service@askari-fishing.com)

## 100-Day Premium Right of Return

Optional extension of the 14-day right of withdrawal provided by law to a voluntary 100-day right of return: €0,95.

Conditions of the voluntary right of return: You may return the goods to us within 100 days of receipt, provided that the goods are complete, in their original packaging and in an unused, undamaged condition. Your legal rights and claims (right of revocation and warranty) remain unaffected by the contractually granted, voluntary right of return.

## Instructions for Processing Returns

Please use the enclosed return label when returning goods!

If possible, use the DHL parcel service for returns within Germany:

- o Drop off at one of the more than 32,000 acceptance points, such as a DHL branch, DHL Paketshop or DHL Packstation.
- o or, within Germany, give the shipment to your DHL delivery person.

For returns from Austria, use the Parcel AT/Öpac acceptance points. You can find the nearest acceptance point on the Internet.

**Returns should be addressed to:**

**Askari Sport GmbH**

**Ludwig-Erhard-Str. 4**

**D-59348 Lüdinghausen**

**Germany**

**Please note for returns from abroad the notes in the chapter "Shipping Outside of Germany".**

To ensure that everything runs smoothly, please follow these instructions:

- o We request that you always pack the article completely using the original carton, if available.
- o If possible, please label your package using the returns label provided on the enclosed returns form.
- o Please fill out the returns form and place it in the package. This will enable us to complete all formalities for you quickly and smoothly.
- o We will bear the cost of return shipping. However, please take into account that we can in no event bear charges for courier services, express delivery or any other extraordinary means of shipment that exceed the costs of standard shipping.

## Reservation of Ownership

Merchandise remains our property until it has been completely paid for. Until that time, you are obliged to treat it with due care. If the deadline for payment is missed, we are entitled to withdraw from the contract and demand that you return the merchandise. In such a case, you are liable for the cost of return shipping and must reimburse us for it unless you have paid it yourself.

## Warranty

The statutory warranty provisions apply. If supplied articles have obvious material or manufacturing defects, including damage caused during shipping, please report them immediately to us or to the DHL employee who delivered them. Failure to do so will not affect your legal rights, however.

## Guarantee

We offer a special guarantee of up to 5 years on some items. Each of these items is marked accordingly. Claims made under this guarantee are valid without prejudice to statutory claims/rights.

## Image Copyright

All image copyrights are held by Askari Sport GmbH or its partners. Images may not be used without our express permission.

## General Remarks

You may keep the free gift even if you execute your right of cancellation. Models and colors are subject to slight discrepancies. All items shown in our illustrations will be delivered without the decorations except where stated. No responsibility shall be assumed for mistakes or typographical errors.

Compensation is excluded unless it is our intention or gross negligence on our part.

## Dispute Resolution Bodies

For resolving disputes arising from contracts concluded over the Internet by consumers residing in an EU member state with a company that is also based in the EU, the European Commission has created an online dispute resolution platform that can be accessed via the following link:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

However, there is no legal obligation for Askari Sport GmbH to participate in any dispute resolution process before a dispute resolution body, nor are we willing to do so voluntarily.

## Data Protection

Your personal data are captured, stored and processed in compliance with the legal requirements of the EU General Data Protection Regulation (GDPR), the German Data Protection Act (BDSG) and other regulations derived from them. Details are available in our data privacy policy. If you no longer wish us to keep you informed about attractive offers, you may withdraw your consent for us to use your data for advertising purposes by writing to

Askari Sport GmbH

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Germany

## Editorial

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E-mail: [service@askari-fishing.com](mailto:service@askari-fishing.com)

District court, Company registration HRB/6840

Managing Directors: Paul Brüggemann, Hendrik Brüggemann

VAT Identification Number, DE125858606

Our legal domicile is in Lüdinghausen, Germany.