

# General Terms of Business



## 1: Area of Application

For all business dealings between Smooth Fitness, LLC (referred to as Smooth Fitness) the buyer, the version of the General Terms of Business and Delivery valid at the time of purchase are solely binding. Deviating conditions of the customer will not be recognized.

A valid version of the "General Terms of Business" can be downloaded by clicking on the link [Download](#) and be printed.

## 2: Contract Terms

All our offers are subject to confirmation. The contract is not considered binding until Smooth Germany has either confirmed the order in writing, the merchandise has been delivered or notification of delivery has been sent, respectively.

Electronic confirmation of an order by e-mail does not constitute a contract. It is solely a confirmation for the customer that the order has been received. Oral agreements are not binding until confirmed in writing.

## 3: Prize and Product Quality.

All Prizes are inclusive of the VAT. The cost for freight, delivery and set-up are also inclusive of VAT and if applicable will be identified explicitly on the order as well as the bill. The timeframe for which special offers are valid will be explicitly indicated.

The product description is made to our best knowledge and on the basis of information provided by the manufacturer. They however do not constitute verified qualities. Illustrations serve as reference and may be slightly different than the original product.

## 4: Terms of Payment

Payment is due immediately. Payment can be via credit card (Visa, MasterCard), automatic debit transfer, prepayment or paypal. Any charges for foreign bank transfers are the responsibility of the purchaser.

Until full payment is received the merchandise remains property of Smooth Germany.

## 5: Terms of Delivery

Smooth Fitness supplies the United Kingdom. For delivery terms please visit our online shop under [www.smoothfitness.co.uk](http://www.smoothfitness.co.uk). If you are a customer outside of Germany, Austria or the UK please contact us for further information.

Generally shipment takes place within 2-4 working days after receipt of the order or payment respectively. Should there be an exceptional case of delay, Smooth Germany will notify you in writing. The transport is handled by a forwarding agent and can take several working days.

## 6: Damage during Transport / Notification of Defects

Carefully examine the merchandise immediately after receipt to make sure it has not been damaged during transport. If the packaging is damaged, check for any damage and completeness while the forwarding agent is still present. Make sure the carrier confirms any defects in writing. In the event of damage please notify Smooth Fitness promptly.

Check the merchandise immediately upon receipt for completeness and any visible damage. If applicable notify Smooth Germany promptly.

The provisions above do not alter your legal rights.

### **7: Rights for abrogation and refund**

As determined by the Distance Selling Act, private customers are granted a right of abrogation for a period of 14 days after receipt of the merchandise. For sealed and copyable goods (i.e. books, CDs, DVDs, videos and software), if the packaging was opened, merchandise made to customer specification, food as well as orders from commercial customers are excluded from the right of abrogation.

To keep the terms, the abrogation has to be sent in writing to Smooth Germany or the merchandise has to be returned unused and in its original packaging. The timelimit begins no earlier than the receipt of the merchandise. The abrogation can be made without statement of reason.

Any abrogation requests or return merchandise are to be sent to:

Smooth Fitness  
PO BOX 436  
Farnborough  
GU14 4BS

[www.smoothfitness.co.uk](http://www.smoothfitness.co.uk)

If you would like to exercise your right of abrogation, we recommend that you always contact Smooth Fitness in advance, so that arrangements can be made with a forwarding agent to pick up the merchandise and a smooth return process can be granted.

If the return arrangements are made by the customer without prior notification of Smooth Fitness, only the ordinary transportation costs will be refunded. Additional cost such as special mode of dispatch as well as COD shipment or courier are the responsibility of the customer.

If the return has effectually taken place the mutually received payments are to be returned and if applicable any usage drawn is to be compensated. In case of any deterioration of the merchandise compensation can be demanded. This does not apply if the deterioration of the merchandise is solely associated with its examination, as it would have been possible in a store for example. Apart from that any demand for compensation can be prevented by not using the merchandise like an owner and to refrain from doing anything that might lessen its value.

It is in any case recommended that the original packaging is stored for a minimum of 14 days. Damage during transport that is caused by inappropriate packaging is the responsibility of the customer.

### **10: Partial ineffectiveness/applicable law**

If parts of the delivery contract or these "General Terms of Business" are not in effect the remaining provision stay active.

**Last updated 09/26/06**