



General Terms and Conditions (GTC)

1. General

- a) The following general terms and conditions (“GTC”) of OB4Systems, Inc. (OB4) apply to all services and products (“products”) of OB4. Any natural person or corporate entity which establishes a business relationship with OB4 is regarded as a customer.
- b) The deliveries, services and offers provided by OB4 are solely based on these GTC at hand even if they are not explicitly reaffirmed. By ordering products or services these GTC are deemed accepted. Deviations from the GTC are only effective if they are confirmed by OB4 in writing.

2. Quotation and ordering

- a) The products of OB4 can be bought online on this site.
- b) Prices quoted in the online shop, on price lists, on offers and in advertisements are not binding.

3. Prices and shipping fees / payments

- a) All prices specified are without sales tax.
- b) Shipping fees and Georgia Sales Tax are not included and during the ordering process they will be separately listed as a surcharge. Shipping fees vary depending on the delivery address.
- c) When ordering through the online shop the total amount including shipping and possible surcharges will be visible before definitely placing your order.
- d) The payment is only possible with credit card.

4. Delivery/Shipping

- a) If the ordered articles are available on stock, the products will be shipped within 3-5 business days after your order has been placed on our site. If the articles are not available from stock, the customer will be informed about the possible date of delivery. If the delivery should be delayed for more than 28 days, the customer is entitled to cancel the order. Already made payments will be refunded by the way they were received.
- c) Any wrong deliveries (wrong product, wrong quantity) must be reported to OB4 in written form immediately on receipt. Other complaints concerning damaging of the goods, delay, loss or bad packaging must also be reported immediately upon receipt.

5. Warranty

All bindings parts (not boots) of OB4 are produced and assembled in the USA with a stringent and high standard of quality control.

We offer a **12 months limited warranty** to the original purchaser of our products.

- a) Should any part get damaged – **with normal wear and tear and according to our guidelines for mounting, use and care of the system** – OB4 will repair or replace such part during the first 12 months of use.
- b) Damage due to misuse, abuse, neglect or modification is excluded from warranty.
- c) OB4 will inspect any and all products sent in for warranty. It is at OB4's sole discretion to choose if a part can be repaired or must be replaced.
- d) Please call or email before you send any faulty products to make sure we receive all needed parts to be inspected for an impeccable use of the entire system.
- e) Shipping costs associated with returning the product to OB4 are the responsibility of the party making the warranty claim. Any shipping charges to return the repaired or replaced product will be handled by OB4.

6. Disclaimer of liability and limitation of liability

- a) Claims for damages against OB4 resulting from impossibility of performance, from breach of contract, from culpa in contrahendo (precontractual liability) and from unlawful acts are excluded, insofar as these claims are not a result of a deliberate or grossly negligent act.
- b) Liability shall be excluded in particular for the consequences arising from the usage of the purchased products.
- c) A liability for normal wear is excluded.
- d) The abovementioned disclaimer of liability also applies to any legal representative or vicarious agent of OB4 provided that the customer asserts claims against them.

7. Right to return

- a) If the customer returns the purchased articles ***within 30 days in an impeccable and undamaged condition, the selling price will be refunded minus a restocking fee.*** Please call us at 816-586-2158 to get authorization for such return.
- b) Shipping costs will not be refunded.
- c) A mentioning of the reason for the return would be appreciated but is not mandatory.

8. Severability clause

- a) If a clause of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other clause of this agreement; or the validity or enforceability in other jurisdictions of that or any other clauses of this agreement.

9. Place of jurisdiction

- a) Georgia, USA is the only place of jurisdiction for all disputes, directly or indirectly arising from this contractual relationship. The legal relationship is subject to US law.

Polo, MO, May 2016