

General Terms and Conditions of KlipRide UG (haftungsbeschränkt)

Last updated: 9 October 2026

1. Scope and contracting party

These General Terms and Conditions apply to the sale of KlipRide ski pole holders and other goods offered by:

KlipRide UG (haftungsbeschränkt)

Hauptstrasse 15
35428 Langgoens-Oberkleen
Germany

Email: hello@klipride.com
Telephone: +49 173 4833264

These Terms and Conditions apply to consumers and business customers. Consumers are natural persons who enter into a legal transaction for purposes that are predominantly outside their trade, business or profession. Business customers act in the course of their trade, business or profession when entering into the contract.

Individual agreements take precedence over these Terms and Conditions. Any differing terms and conditions of business customers become part of the contract only if KlipRide expressly agrees to their application.

2. Products and scope of supply

KlipRide sells holders for securing ski poles to the safety bar of a chairlift and, where applicable, related accessories. The essential characteristics, items included in the delivery and specified uses are set out in the relevant product description at the time of the order and in any additional express agreements.

Suitability for particular ski poles and safety bars is determined by the stated compatibility specifications. Suitability for all ski pole and chairlift models is owed only if expressly agreed. Statutory requirements concerning the conformity of the goods remain unaffected.

3. Orders and formation of the contract

The presentation of products in the online shop constitutes an invitation to place an order.

Customers may add products to their shopping cart and review and correct their details before completing the order. By clicking the button labelled "order with obligation to pay" or an equally unambiguous wording, they submit a binding offer to purchase.

An automatically sent acknowledgement of receipt of the order does not constitute acceptance of the contract unless it also expressly states that the offer has been accepted.

KlipRide accepts the offer within five working days by sending an express order confirmation by email or by dispatching the goods. If the offer is not accepted within this period, the customer is no longer bound by the order. Any payments already made will then be refunded without undue delay.

For orders placed by email, the contract is formed when an offer is expressly accepted by the other contracting party.

4. Non-binding reservations and pre-orders

A reservation expressly described as non-binding does not create a purchase contract, an obligation to pay or an entitlement to delivery.

Its purpose is to record interest in a product and provide information about its availability.

Binding pre-orders are expressly identified as such. The applicable delivery date or delivery period is communicated before the order is placed.

5. Prices and payment

Prices displayed to consumers are total prices in euros, including statutory value added tax where applicable. Any additional shipping costs are shown separately before the order is completed.

Offers expressly addressed to business customers may show net prices. Value added tax and additional costs are identified accordingly.

The payment methods offered during the ordering process are available. The time when payment is due and any differing payment deadlines are specified before the contract is formed.

Orders placed by retailers are subject to the expressly agreed prices, minimum order quantities and payment terms. Payment on invoice is available only if offered or agreed.

6. Delivery

Goods are delivered to the delivery address provided by the customer within the delivery period communicated before the contract is formed.

Delivery areas and delivery restrictions are specified in the online shop. Where advance payment is agreed, the stated delivery period begins upon receipt of payment, unless otherwise communicated before the contract is formed.

If an agreed delivery period is likely to be exceeded, KlipRide will inform the customer without undue delay. Statutory rights in the event of delayed delivery or non-delivery remain unaffected.

For consumers, KlipRide generally bears the shipping risk until the goods are handed over to the customer or to a person designated by the customer and authorised to receive them. Statutory exceptions remain unaffected.

7. Retention of title

The goods delivered remain the property of KlipRide until the respective purchase price has been paid in full.

8. Right of withdrawal for consumers

Consumers generally have a statutory right of withdrawal from distance contracts.

Details of the withdrawal period, how to exercise the right of withdrawal and its consequences are set out in the separate withdrawal notice. This notice and the model withdrawal form are provided before the contract is formed.

Business customers do not have a statutory consumer right of withdrawal. Individually agreed rights of return remain unaffected.

9. Use and safety

When using the product, users must follow the supplied instructions for use, safety information and the requirements of the respective lift operator.

The holder may be used only for its intended purpose and within the stated compatibility specifications. Before use, the holder and its

attachment must be checked for visible damage and a secure fit. Damaged holders must not continue to be used.

Use must not interfere with the operation of the safety bar or with boarding and alighting. The ski poles and the holder must be removed in good time before alighting, in accordance with the instructions for use.

These instructions do not restrict statutory rights relating to defects or liability claims. The consequences of improper use are governed by the statutory provisions.

10. Rights in the event of defects

The statutory rights in the event of defects apply.

Customers may report defects to hello@klipride.com. A description of the defect, the order number and, where appropriate, photographs facilitate processing but are not a prerequisite for statutory claims.

KlipRide bears the costs necessary to remedy a defect where the customer is entitled to such a remedy, in accordance with the statutory provisions.

Consumers are not subject to the commercial obligation to inspect goods and give notice of defects. Where the statutory requirements of Section 377 of the German Commercial Code (HGB) are met for business customers, the obligations to inspect goods and give notice of defects under that provision apply.

An additional guarantee exists only if expressly granted. Its terms are set out in the relevant guarantee statement. Statutory rights in the event of defects remain unaffected.

11. Liability

KlipRide is liable without limitation for intent and gross negligence, for culpable injury to life, body or health, and under the German Product Liability Act.

Liability also remains unlimited for fraudulently concealed defects and under expressly assumed guarantees in accordance with their terms.

In cases of ordinary negligence, KlipRide is liable for the breach of essential contractual obligations. These are obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose fulfilment the customer may ordinarily rely. In such cases, liability is limited to the loss or damage that was foreseeable at the time the contract was formed and is typical of the contract.

In all other cases, liability for ordinary negligence is excluded. The foregoing cases of unlimited liability remain unaffected.

These provisions apply accordingly for the benefit of KlipRide's legal representatives and persons engaged to perform its contractual obligations.

12. Contract language and contract documents

The contract language is German unless another language is expressly agreed.

For orders placed in the online shop, the customer receives a contract confirmation by email containing the order details, in particular the products, quantity, total price, shipping costs, payment terms and agreed delivery period, together with these Terms and Conditions. These Terms and Conditions can also be viewed and saved on the website.

13. Applicable law and jurisdiction

German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

For consumers, this choice of law does not affect the protection afforded by mandatory provisions of the country of their habitual residence, to the extent that those provisions apply under the statutory rules.

If the customer is a merchant within the meaning of German commercial law, a legal entity governed by public law or a special fund governed by public law, the exclusive place of jurisdiction for disputes arising from the contract is KlipRide's registered office.

For consumers, the statutory rules on jurisdiction apply.

14. Invalidity of individual provisions

If individual provisions of these Terms and Conditions are invalid or do not become part of the contract, the consequences are governed by the statutory provisions. Invalid provisions are replaced by the statutory rules.