

General Terms and Conditions of Cube Sports GmbH (GTC)

Version: 29 July 2026 · English translation (non-binding)



IMPORTANT – GERMAN VERSION PREVAILS

This is a non-binding English translation provided for convenience only. Pursuant to Section 14b of the German original, the language of the contract is German, and only the German-language version („Allgemeine Geschäftsbedingungen der Cube Sports GmbH“) is legally authoritative and binding. In the event of any discrepancy between this translation and the German original, the German text shall prevail.

Cube Sports GmbH | Hospeltstraße 32 | 50825 Cologne, Germany | Commercial Register: Amtsgericht Köln | Commercial Register No.: HRB 78590 | Tax No.: 217/5719/0806 | Tax Office: Köln-Nord | VAT ID: DE270395626 | Registered Seat: Cologne

Section 1 Scope of Application & Rejection Clause

(1) The legal relationships established between Cube Sports GmbH (hereinafter “Supplier”) and its customers shall be governed exclusively by the following General Terms and Conditions (“GTC”) in the version applicable at the time the order is placed.

(2) This offer is directed exclusively at commercial entities, traders, clubs and businesses, as well as at public authorities, schools, day-care centres (Kitas), the German Armed Forces (Bundeswehr), the police, regional and local authorities (Gebietskörperschaften), and other institutions, foundations or bodies under public law, in each case acting in the exercise of their official, commercial, public or self-employed activity when concluding this purchase. **This constitutes an express condition for the conclusion of the contract.** Consumers within the meaning of Section 13 of the German Civil Code (BGB) are excluded from purchase.

(3) Deviating general terms and conditions of the customer are rejected. These GTC shall also apply to future business relationships without the Supplier having to refer to them again. Should the customer use conflicting or supplementary general terms and conditions, their applicability is hereby objected to; they shall only become part of the contract if the Supplier has expressly agreed thereto.

(4) For contractual partners belonging to the public sector (in particular public authorities, schools, day-care centres, the Bundeswehr and the police), mandatory public procurement law provisions as well as individually agreed special contract terms (e.g. VOL/B, or VOB/B for construction works) shall take precedence over these GTC in the event of conflict, provided they have been effectively incorporated.

Section 2 Conclusion of Contract & Prices

(1) The presentation of goods at trade fairs, in sales brochures and on the internet does not constitute a binding offer by the Supplier to conclude a purchase agreement. The customer is merely invited to submit an offer by placing an order.

(2) By submitting an order, the customer makes a binding offer to conclude a purchase agreement for the ordered goods. By submitting or signing the order, the customer also acknowledges these terms and conditions as solely governing the legal relationship with the Supplier.

(3) Prices for domestic customers do not include statutory value-added tax. All prices are in euros. VAT for orders from abroad: for deliveries to customers in European Union (EU) member states, German value-added tax is charged, unless the exemption requirements of Section 4 No. 1(b) in conjunction with Section 6a of the German VAT Act (UStG) are met; upon presentation of a valid VAT identification number, the delivery is made as a tax-exempt intra-Community supply. For orders from non-EU countries, no German value-added tax is charged. Any import turnover tax customary in the destination country shall be paid by the customer.

(4) Cube Sports GmbH is not obliged to accept the offer and carry out the order in the event of typographical or calculation errors, or errors on the website or in the offer.

(5) The contract is concluded only upon acceptance of the customer's offer by the Supplier. Acceptance is effected by an order confirmation in text or written form, or at the latest upon delivery of the goods. The Supplier is entitled to accept the customer's offer within 14 days.

Section 3 Delivery and Shipping Costs

For logistical reasons, in particular due to the size, weight, volume or other characteristics of the goods (e.g. bulky goods), the Supplier can only deliver goods ex works ("ex works", EXW under Incoterms 2020). This means that the customer must either collect the products in person from the production facility of Sportgeräte Langer GmbH, Freiburger Str. 308, 09526 Olbernhau, Germany, or engage a delivery service to collect and deliver the goods. The customer must bear the shipping costs incurred by engaging the delivery service. Upon request, the Supplier will alternatively submit an offer on the terms of its in-house freight forwarder. Where the Supplier, at the customer's request, undertakes the delivery and/or the installation, this shall be against separate remuneration in accordance with the Supplier's freight and installation rates applicable from time to time.

Section 3a Return of Packaging

(1) The customer acknowledges that, under Section 15 of the German Packaging Act (VerpackG) or the packaging-law provisions replacing it from time to time, the Supplier is in principle obliged to take back, free of charge, used transport packaging and sales packaging not subject to mandatory system participation, at the place of actual handover or in its immediate vicinity, and to arrange for its proper recovery.

(2) Since all of the Supplier's contractual partners are, pursuant to Section 1(2), exclusively commercial entities, public authorities or other commercial or public-sector institutions, the parties agree — by way of derogation from the statutory default rule — that the customer shall, at its own cost and on its own responsibility, arrange for the proper recovery of the transport and sales packaging arising in connection with the delivery, in accordance with the German Circular Economy Act (KrWG). The Supplier is thereby released from its take-back obligation to that extent.

(3) This does not affect the Supplier's statutory registration obligations (LUCID) or data reporting obligations. This provision does not apply to sales packaging subject to mandatory system participation that typically arises at private end consumers; such packaging is not, in any event, the subject of deliveries to the customers referred to in Section 1(2).

Section 4 Payment Terms

(1) Payment of the purchase price is due upon conclusion of the contract, unless otherwise agreed. Deviating payment terms require an express agreement and are stated in the order confirmation.

(2) The Supplier accepts the following methods of payment: by advance bank transfer / payment in advance: the customer may transfer the invoice amount stated in the order confirmation to the account specified below. Bank details: Cube Sports GmbH, IBAN: DE89390500001070144207, BIC: AACSD33XXX, Sparkasse Aachen. Customers known to the Supplier, as well as municipalities and schools, may also be supplied on account. The Supplier reserves the right to offer purchase on account only following a successful credit check. In that case, the invoice amount is due for payment without deduction within 14 days of the invoice date. Should the customer default on payment, the Supplier is entitled to charge default interest at a rate of 9 percentage points above the base rate (Section 247 BGB) as well as the flat-rate fee of EUR 40 pursuant to Section 288(5) BGB. The Supplier

reserves the right to assert further damage caused by default; the customer remains free to prove that a lower loss was incurred.

Section 4a Electronic Invoicing

(1) The Supplier is entitled to transmit invoices as electronic invoices within the meaning of Section 14(1) sentence 3 of the German VAT Act (UStG) (in particular in the XRechnung or ZUGFeRD format). The customer shall ensure that the technical requirements necessary for receiving, verifying and processing electronic invoices are in place, and shall, upon request, provide the Supplier with a suitable receiving address (e.g. an email address or Leitweg-ID).

(2) Invoices will only be issued in paper form to the extent legally permissible and where the customer expressly requests it.

Section 5 Delivery Time

(1) Depending on the type and scope of the order, the delivery or production time is generally six to twelve weeks. The period commences, in the case of agreed advance payment, upon receipt of payment and otherwise upon conclusion of the contract. The exact delivery date shall be agreed with the customer. In the event of unforeseeable circumstances delaying delivery (e.g. force majeure, strikes), the delivery period shall be extended accordingly. The customer will be informed without delay in such a case.

(2) Force majeure within the meaning of these GTC includes, in particular, natural disasters, epidemics and pandemics as well as official orders based thereon, strikes and lockouts, war and acts of terrorism, export or import restrictions, significant raw material or supply chain shortages affecting upstream suppliers, and significant disruptions to the Supplier's or its upstream suppliers' operational or IT infrastructure resulting from cyberattacks – in each case provided the Supplier is not responsible for the event. If such an event lasts longer than eight weeks, both the Supplier and the customer shall be entitled to withdraw from the contract with respect to the affected, as yet unperformed part of the delivery; any consideration already rendered shall be refunded or offset on a pro rata basis.

Section 5a Delivery and Installation

(1) Where delivery is connected with the installation or assembly of the goods by the Supplier or by third parties engaged by the Supplier, the customer shall ensure, at its own expense, that an authorised representative with decision-making authority acting on behalf of the customer is available and reachable on site from the start of delivery until the installation or assembly is fully completed.

(2) If no such person can be made available, the Supplier is entitled to postpone or discontinue the delivery or installation. Any additional costs thereby incurred, in particular waiting time, travel time, standing time and the cost of a further site visit, shall be borne by the customer, unless the customer is not responsible for the absence of such person and provides evidence thereof.

(3) Decisions and instructions given by the authorised representative present on site (e.g. regarding the specific placement, orientation or short-notice adjustment of the installation) shall, vis-à-vis the Supplier, be deemed to be authorised by the customer.

(4) Where the Supplier's performance includes installation or assembly, the customer is obliged to accept the performance (Abnahme) as soon as it has been rendered in conformity with the contract. Acceptance shall be documented in an acceptance protocol to be signed by both parties. If the customer, despite being requested to do so, fails to accept the performance within two weeks without specifying a material defect, the performance shall be deemed accepted. The remuneration for delivery and installation is governed by the Supplier's rates applicable from time to time.

Section 6 Retention of Title (Eigentumsvorbehalt)

The Supplier retains title to the goods until all claims arising from an ongoing business relationship have been settled in full. The customer may resell the goods subject to retention of title in the ordinary course of business; the customer hereby assigns to the Supplier in advance all claims arising from such resale, irrespective of any combination or mixing of the goods subject to retention of title with a new object, in the amount of the invoice value, and the Supplier accepts this assignment. The customer remains authorised to collect these claims; however, the Supplier may also collect the claims itself if the customer fails to meet its payment obligations.

Section 7 Passing of Risk and Duty to Inspect

The risk of accidental loss and accidental deterioration passes to the customer as soon as the goods, in the case of delivery ex works, are placed at the customer's disposal or, in the case of shipment, have been handed over to the carrier, the freight forwarder, or the person or entity otherwise designated to carry out the shipment. Among merchants, the duty to inspect and give notice of defects under Section 377 of the German Commercial Code (HGB) applies. If the customer fails to give the notice required thereunder, the goods shall be deemed approved, unless the defect was one that could not be detected upon inspection. This shall not apply if the Supplier has fraudulently concealed a defect.

Section 8 Warranty

(1) The customer's warranty rights shall be governed by the general statutory provisions, except as otherwise provided below. Section 9 of these GTC governs the customer's claims for damages against the Supplier.

(2) The limitation period for the customer's warranty claims shall be one year for both newly manufactured and used goods. The foregoing reduction of the limitation periods shall not apply to the customer's claims for damages arising from injury to life, body or health, nor to claims for damages arising from a breach of material contractual obligations. Material contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract, e.g. the Supplier's obligation to deliver the goods to the customer free from material and legal defects and to transfer title thereto. The foregoing reduction of the limitation periods likewise does not apply to claims for damages based on an intentional or grossly negligent breach of duty by the Supplier, its legal representatives or vicarious agents. The right of recourse under Sections 445a and 445b BGB remains unaffected by the reduction of the limitation period, to the extent it is mandatory by law. In the case of works consisting in the construction or modification of a building, as well as goods used in accordance with their customary use for a building, the statutory limitation periods apply.

(3) The Supplier does not provide any guarantee (in the legal sense of Garantie).

Section 9 Limitation of Liability

(1) The customer's claims for damages are excluded, except as otherwise provided below. The foregoing limitation of liability shall also apply for the benefit of the legal representatives and vicarious agents of the Supplier, insofar as the customer asserts claims against them.

(2) Excluded from the limitation of liability set out in paragraph 1 are claims for damages arising from injury to life, body or health, and claims for damages arising from a breach of material contractual obligations. Material contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract, e.g. the Supplier's obligation to deliver the goods to the customer free from material and legal defects and to transfer title thereto. Also excluded from the limitation of liability are liability for damages based on an intentional or grossly negligent breach of duty by the Supplier,

its legal representatives or vicarious agents, liability for the fraudulent concealment of a defect, liability arising from an expressly assumed guarantee (Garantie), and liability under mandatory statutory provisions. In the case of simple negligence, liability is limited to the foreseeable damage typical for this type of contract at the time the contract was concluded.

(3) Provisions of the German Product Liability Act (ProdHaftG) remain unaffected.

Section 10 Prohibition on Assignment & Pledging

The assignment or pledging of claims or rights owed to the customer by the Supplier is excluded without the Supplier's consent, unless the customer demonstrates a legitimate interest in the assignment or pledging.

Section 11 Set-Off

The customer shall only have a right of set-off if the claim asserted for set-off has been legally established as final or is undisputed.

Section 12 Intellectual Property Rights

The Supplier reserves all industrial property rights and copyrights in all products, illustrations and other documents supplied by it. Any imitation by third parties requires its express prior consent.

Section 13 Data Protection

The Supplier's data protection practices comply with the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), and the German Telecommunications Digital Services Data Protection Act (TDDDG). The Supplier collects and stores the data necessary for processing the business relationship and transmits it to companies engaged by it, such as delivery service providers or IT service providers, insofar as this is necessary for the performance of the contract (Art. 6(1)(b) GDPR). In addition, the Supplier collects the telephone number and email address on a voluntary basis in order to be able to contact the customer with any queries or to send an order confirmation for internet orders. To the extent legally permissible, the Supplier also processes the customer's data on the basis of legitimate interests (Art. 6(1)(f) GDPR) for its own advertising purposes. The customer may object to the processing of their data for advertising purposes at any time with effect for the future (Art. 21 GDPR), addressed to: Cube Sports GmbH, Hospeltstraße 32, 50825 Cologne, Germany, or by email to info@cubesports.de. The Supplier will correct, delete or restrict the processing of the specified data as promptly as possible (Art. 16, 17, 18 GDPR). Upon request, the Supplier will provide the customer, free of charge, with information about the data stored regarding the customer (Art. 15 GDPR). Further details are set out in the Supplier's separate privacy policy.

Section 14 Governing Law & Jurisdiction

(1) The contractual relationships between the Supplier and the customer shall be governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(2) The place of jurisdiction for all disputes arising from the contractual relationship between the customer and the Supplier shall be the registered seat of the Supplier, provided the customer is a merchant, a legal entity under public law, another public authority, institution or corporate body referred to in Section 1(2), or a special fund under public law.

Section 14a Text Form

Amendments, supplements and the termination of this contract as well as of these GTC require text form (Section 126b BGB). This also applies to any amendment or waiver of this text-form requirement itself. No oral collateral agreements exist.

Section 14b Contract Language

The language of the contract is German. Where translations of these GTC or of the contract are made available to the customer, they are for information purposes only; the German-language version alone is authoritative and legally binding.

Section 15 Severability Clause

Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the applicable statutory provision. The same applies to any gaps in the contract.