

## Terms + Conditions

### 1. Delivery/delivery reservations

The acceptance of your order becomes effective with our dispatch of the goods. We deliver as long as the articles are on stock. Our online database is constantly being updated in order to ensure the availability of the goods offered in our online shop. musclestars4u on principle reserves the right of rescission from a sales agreement (cf. § 346 ff. BGB). This can occur in case of repeated problems connected with dispatch, delivery or returns.

Ordered goods are normally shipped within one day after receipt of the order. In case of prepayment goods are normally shipped within one day after the monies have been credited to one of our accounts.

### 2. Warranty

Should any of the delivered articles have obvious material or manufacturing defects including transport damages, please notify us immediately.

For all further defects of the goods noted during the legal warranty period the legal rights of performance, removal of defects or new delivery apply according to our choice.

In case of a specific article's being unavailable we might decide to deliver an article equivalent in quality and value (substitute article). You may return this article within 14 days if you are not satisfied. In case of the unavailability of an ordered or substitute article we are entitled to withdraw from the obligation of delivery while simultaneously engaging ourselves to inform you immediately of the unavailability and to refund any possible trade-offs without delay.

### 3. Exchange and return

Should an article fail to meet your expectations, please return it to us within 30 days of receipt unused, undamaged and in the original packaging.

#### German Customers:

##### Right to return goods

You can return any item within 30 days of receipt for a refund of that item or to exchange it for a different size or colour. Shipping the goods or the request for return on time is sufficient to observe this deadline. Shipment or request for return is to be addressed to: musclestars4u, Kreuzstr. 13, 80331 Munich. In all cases, the items returned must be in their original condition, which includes tags and any packaging.

##### Consequence of returning goods

In case of an effective return of goods the trade-offs mutually received are to be rescinded and if need be any usages (e.g. advantages of use) to be given up. In case of a devaluation of the goods a reimbursement may be demanded. This does not apply when the devaluation can be ascribed exclusively to an examination of the goods as it might have taken place in a retail shop. Incidentally you can avoid the obligation of reimbursement by not handling the goods as your property and by refraining from any action that might lead to a devaluation (hence please stay partially dressed even when trying on underwear).

Returns are free for German customers.

#### International Customers:

##### Right to return goods

You can return any item within 30 days of receipt for a refund of that item or to exchange it for a different size or colour. Shipping the goods or the request for return on time is sufficient to observe

this deadline. Shipment or request for return is to be addressed to: musclestars4u, Kreuzstr. 13, 80331 Munich. In all cases, the items returned must be in their original condition, which includes tags and any packaging. Please note, that you are required to return unwanted orders at your own cost.

#### Consequence of returning goods

In case of an effective return of goods the trade-offs mutually received are to be rescinded and if need be any usages (e.g. advantages of use) to be given up. In case of a devaluation of the goods a reimbursement may be demanded. This does not apply when the devaluation can be ascribed exclusively to an examination of the goods as it might have taken place in a retail shop. Incidentally you can avoid the obligation of reimbursement by not handling the goods as your property and by refraining from any action that might lead to a devaluation (hence please stay partially dressed even when trying on underwear).

#### 4. Shipping and handling

Charges for shipping, handling and insurance of the goods vary according to the mode of dispatch of your choice. The Deutsche Post AG charges an additional fee for COD shipments within Germany on delivery. Incidental taxes and customs duties for shipment to countries outside of the European Union (EU) will be borne by you. Shipping charges, COD fees, taxes and customs duties are nonrefundable. We will bear the shipping charges for all shipments within Germany.

#### Delivery per COD (for Germany only)

The Deutsche Post and UPS charge additional fees for COD shipments (charge for COD plus fee for the monetary transaction). The proportional share of these fees to be borne by you amounts to 4.00 EUR. This additional fee will be itemized separately when listing the shipping charges. There is an additional processing fee of 15 EUR for refused or unclaimed COD shipments. In case of partial deliveries you will pay the shipping charges only once!

#### 5. Retention of title

musclestars4u retains the title to the goods until the full discharge of the payment including all additional fees.

#### 6. Prices and payment

We will charge the prices applicable on the day of your order. All prices include the VAT respectively valid. Additional services will be charged separately. Payment may be made on account, via direct debit, credit card, COD or prepayment. To ensure against the credit risk we must reserve the right to discharge your requested delivery via COD or prepayment only according to the respective solvency. In individual cases we reserve the right to deliver the goods only after a down payment. We will inform the customer of this sufficiently in advance and coordinate this with him.

#### Payment on account

The invoice total is due after receipt of goods.

#### Payment via credit card

Your credit card will normally be charged on the day of delivery.

#### Payment via prepayment

Delivery of the goods normally takes place within one day after the monies have been credited to one of our accounts. The customer bears the ensuing transfer costs for all transfers.

#### 7. Privacy policy

Data necessary for the business transaction are recorded and may where appropriate and in the course of processing the order be passed on to affiliated companies.

In addition we will use and process your address and order data both for our own and for other marketing purposes and to this end will pass on these data to third parties. Data processing will respect your personal privacy in accordance with the legal provisions and will use your data in an admissible way only. You may of course prohibit the use of your data for promotional purposes at any time. In this case please notify us in writing at: musclestars4u, Datenschutzbeauftragter, Kreuzstr. 13, 80331 München.

This website uses Google Analytics, a web analytics service provided by Google, Inc. (?Google?). Google Analytics uses ?cookies?, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States . Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

#### 8. Copyright

Copyright musclestars4u. All pictures in our catalogs and the pages of our online shop including any images contained therein are protected by the provisions of the German copyright law following § 72 Urheberrechtsgesetz. Publication, copying, distribution or imitation of any of the contents is subject to prior written authorization by musclestars4u.

#### 9. Merchant designation

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#### 10. Disclaimer for links

In case of direct or indirect links to external websites ("hyperlinks") beyond the realm of responsibility of musclestars4u a liability on their part would only become effective if musclestars4u was aware of the contents and it would be technically feasible and reasonable to prevent use in case of illegal content. musclestars4u hereby expressly declares that at the time when the links were placed no illegal contents were discernible on the websites to which the links would be leading. musclestars4u has no influence whatsoever on the current and future layout, contents or copyright

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