

General Terms and Conditions (GTC) of Horse Tensegrity Training GmbH

As of January 2025

1. Scope of Application

These General Terms and Conditions (hereinafter referred to as “GTC”) apply to all legal transactions between Horse Tensegrity Training GmbH, represented by Christian Jantscher, Ebenedt 27, AT-4372 St. Georgen am Walde, Tel: +43 6764077913, office@horse-tensegrity-training.com (hereinafter referred to as the “Seller”) and you as the buyer (hereinafter referred to as the “Customer” or “Buyer”).

The term “Customer” or “Buyer” refers to persons of all genders.

A **consumer** is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business, or self-employed professional activity.

An **entrepreneur** is a natural or legal person or a legal partnership who, at the time of entering into a legal transaction, acts in the exercise of their trade or self-employed professional activity.

The Seller provides all services exclusively based on these GTC. Diverging terms and conditions from the Buyer will not become part of the contract, even if the Seller does not explicitly object to them.

The sale of digital products is conducted via online shop platforms (hereinafter referred to as “Online Shop”). The respective terms of use of these platforms apply.

2. Conclusion of Contract

There is no entitlement to the conclusion of a contract. The Seller reserves the right to reject contract offers without giving reasons.

A legally binding contract for the purchase of products is only concluded once the Seller sends an order confirmation via email or dispatches the products to the Customer. The Seller reserves the right not to accept orders. This does not apply if a payment method is offered and selected by the Customer, in which case payment is initiated immediately upon order (e.g., electronic transfer, real-time payment via PayPal, Giropay, Paydirekt). In such cases, the contract is concluded when the Customer completes the order by clicking the “Order with obligation to pay” button.

Access to digital content is granted within 72 hours after processing the order.

3. Subject Matter of the Contract

The Seller offers various educational programs (courses), which may take place in-person or digitally.

Digital products are provided to the Customer electronically via download, login in the Online Shop, in the member area on the website, through Google Meets, or via email.

The content of the programs is detailed on the Seller's website, in the Online Shop, or in individual offers. The agreed-upon content and services at the time of booking apply. The Seller reserves the right to modify the content at any time at their discretion. The Customer shall not have any claims due to such changes.

The Seller also offers physical products.

4. Liability

The Seller is liable only for intent, gross negligence, or negligent injury to life, body, or health, or for slightly negligent breach of a material contractual obligation – and only in the case of paid services or product sales. A material contractual obligation is one whose fulfillment is essential to the proper execution of the agreement and on which the Customer regularly relies.

Liability for slightly negligent breach of a material contractual obligation is limited to the typical and foreseeable damage for this type of contract.

Liability under the Product Liability Act or in the event of an expressly granted guarantee remains unaffected.

The above provisions apply to contractual (including liability for wasted expenditures) and non-contractual liability (including tort liability) as well as liability arising from pre-contractual obligations (culpa in contrahendo).

The Seller assumes no liability or guarantee for the timeliness, accuracy, suitability, or completeness of services or content, whether expressly or implied.

Data transmission over the internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. The Seller is not liable for the constant and uninterrupted availability of the Online Shop and its products.

The above limitations also apply to the benefit of the Seller's managing directors, executives, legal representatives, employees, and vicarious agents.

Participation in courses is voluntary and at the participant's own risk. Each participant is liable for damages they cause and indemnifies the Seller and instructors from all claims, unless mandatory statutory liability (e.g., gross negligence or intent) applies.

Working with horses involves risk. The Seller strongly recommends the use of appropriate safety equipment (e.g., riding helmet, secure shoes, gloves). Participation without such equipment is at the participant's own risk.

The Seller is not liable for accidents occurring while applying the methods, techniques, and exercises taught, except in cases of intent or gross negligence.

5. Delivery Conditions

Physical products are delivered to Austria and Germany. Shipping costs are not included in the purchase price.

The Seller delivers exclusively by mail to the address provided by the Customer in the order. Self-collection of goods is not possible.

The Seller aims to meet short delivery times. However, delivery times specified in order confirmations are non-binding. The Seller is entitled to make partial deliveries. In such cases, shipping costs are only charged once.

If delivery is undeliverable or the Customer refuses acceptance, the Seller may cancel the contract after notifying the Customer via email and setting a reasonable grace period, and charge the resulting costs.

Returns to the Seller are at the Customer's expense and risk. Goods must be sent in their original packaging along with the delivery note and a detailed description of defects to the return address specified by the Seller.

If the Seller's inspection reveals that the goods are free of defects or do not fall under the manufacturer's warranty, the Seller may charge the Customer for incurred costs, return shipping, or necessary disposal.

For shipments to Switzerland, additional taxes or costs (e.g., customs) may arise that are not handled or charged by the Seller but must be paid by the Customer directly to the relevant customs or tax authorities. Details must be clarified with the respective authorities.

Ownership of the products remains with the Seller until full payment is received.

The Customer may only offset claims against the Seller with undisputed, legally established, or ready-for-decision counterclaims.

6. Right of Withdrawal

Consumers in the European Union have a right of withdrawal under the following conditions. A consumer is any natural person entering into a legal transaction for purposes not primarily related to commercial or self-employed professional activity.

A. Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of the contract conclusion.

To exercise your right of withdrawal, you must notify us (Horse Tensegrity Training GmbH, Ebenedt 27, AT-4372 St. Georgen am Walde, Tel.: +43 6764077913, office@horse-tensegrity-training.com) by means of a clear declaration (e.g., letter or email) of your decision to withdraw from the contract. You may use the attached withdrawal form, though this is not mandatory. To meet the withdrawal deadline, it is sufficient to send the notification before the deadline expires.

Exceptions to the Right of Withdrawal

The right of withdrawal lapses for contracts for the delivery of digital content (including streaming, downloads, etc.) not delivered on a physical data carrier (e.g., CD or DVD) if you have expressly agreed that we begin performance before the withdrawal period expires, and you have acknowledged that you thereby lose your right of withdrawal.

The right of withdrawal does not apply to contracts for the delivery of goods not prefabricated and made based on an individual choice or tailored to the Customer's personal needs.

Consequences of Withdrawal

If you withdraw from this contract, we will refund all payments received from you, including delivery costs (except additional costs resulting from your choice of a more expensive delivery method than the standard one offered by us) without delay and at the latest within fourteen days from the day we received your withdrawal notice.

Refunds will be made by bank transfer to the account specified by you. Return shipping costs are borne by the Buyer. A fee of 5% of the total amount will be charged. No further costs will be incurred by you.

B. Withdrawal Form

If you want to withdraw from the contract, please fill out this form and return it:

- To: Horse Tensegrity Training GmbH, Ebenedt 27, AT-4372 St. Georgen am Walde, Tel.: +43 6764077913, office@horse-tensegrity-training.com
- I/we () *hereby revoke the contract concluded by me/us ()* for the purchase of the following product(s):
- Ordered on () / *received on* ():
- Name of consumer(s):
- Address of consumer(s):

- Signature of consumer(s) (only if notified on paper):
- Date:
- (*) Delete as applicable

7. Prices and Payment Terms

All prices stated on the Seller's website and in offers are in Euros and, unless otherwise indicated, include the statutory value-added tax (VAT). Shipping costs are shown separately and are not included in the purchase price.

Accepted payment methods are those indicated in the Online Shop. The Seller reserves the right to exclude certain payment methods for specific orders.

The due date for payment is specified in the respective product description or the invoice. Invoices must be paid immediately unless otherwise agreed in writing.

In the event of default, the Seller is entitled to charge the statutory default interest and, if applicable, collection costs and reminder fees. The Seller may assign outstanding claims to third parties for collection.

The Customer has no right to withhold payments due to warranty claims or other counterclaims unless these are legally established or undisputed.

Installment payment agreements require an individual written arrangement and begin with the date of booking. Missed installment payments or default in one or more installments entitles the Seller to terminate the installment agreement and to demand immediate payment of the total outstanding amount. This also applies to digital products already accessed or partially used.

8. Warranty and Guarantee

Statutory warranty rights apply. Warranty is excluded in the case of defects due to the Customer's own fault, improper use, or natural wear and tear.

If a warranty or satisfaction guarantee is offered for specific products or services, the respective conditions are described in the product description or a separate agreement. In case of dissatisfaction, the Customer may request a refund within the specified guarantee period under the defined conditions.

Guarantees do not restrict the statutory warranty rights.

9. Intellectual Property and Usage Rights

All content and materials provided by the Seller – including texts, images, graphics, videos, course documents, and methods – are protected by copyright and remain the intellectual property of the Seller or the respective rights holders.

Customers are granted a simple, non-transferable, and non-exclusive right to use the purchased digital content for personal use. Reproduction, distribution, public presentation, editing, or any other commercial use is not permitted without the express written consent of the Seller.

Unauthorized use may lead to legal consequences and claims for damages. The Seller reserves the right to block access to content in case of misuse.

10. Confidentiality and Data Protection

The Seller collects, processes, and uses personal data only within the framework of legal provisions and the privacy policy.

The parties agree to maintain confidentiality about business and trade secrets as well as all confidential information obtained during the business relationship.

The Seller is entitled to mention the Customer as a reference in anonymized form unless the Customer objects in writing.

11. Termination of Programs / Early Withdrawal

The duration and termination options of training or coaching programs are specified in the respective product description or agreement. In principle, there is no right to ordinary termination for time-limited programs once the contract has been concluded.

Premature termination by the Customer does not entitle them to a refund unless otherwise agreed or required by law.

The Seller is entitled to terminate the contractual relationship without notice for good cause. Good cause exists in particular if the Customer behaves in a manner that significantly disturbs the cooperation, repeatedly violates contractual obligations despite warning, or damages the Seller's reputation.

In such cases, the Seller is entitled to exclude the Customer from participation and to deny further access to services and platforms. A claim for reimbursement is excluded in these cases.

12. Dispute Resolution and Jurisdiction

The European Commission provides a platform for online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr>. Consumers may use this platform to settle their disputes.

The Seller is not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

The place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Seller is the registered office of the Seller if the Customer is a merchant, a legal entity under public law, or a special fund under public law.

Austrian law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Final Provisions

Should individual provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid one that comes as close as possible to the economic purpose of the invalid provision.

Amendments and supplements to these GTC must be made in writing. This also applies to the waiver of the written form requirement.