

## TERMS & CONDITIONS

### 1. Applicability

**1.1.** These General Terms and Conditions govern the sale of products by Dominique Wenger, repre-

sending Vantage Fighting (hereinafter referred to as "Vantage Fighting"), to you. Please read these conditions carefully before placing an order with Vantage Fighting. By placing order with Vantage Fighting, you signify your agreement to be bound by these General Terms and Conditions.

**1.2.** Vantage Fighting performs its service solely in accordance with the following General Terms and Conditions. They likewise apply to all future business relationships, even if not expressly referred to. The customer expressly declares to have accepted these General Terms and Conditions as legally binding such that they comprise a part of the contract.

**1.3.** Side agreements, reservations, amendments or supplements to these General Terms and Condi-

tions must be in writing to be effective. This also applies to the waiver of this condition.

**1.4.** Standard business terms of the customer are not accepted unless otherwise specifically agreed in writing on a case-by-case basis.

### 2. Our contract

**2.1.** Your order is an offer to Vantage Fighting to buy the product(s) in your order. When you place an order to purchase a product from Vantage Fighting, we will send you an e-mail confirming receipt of your order and containing the details of your order. This e-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. You will be bound by your offer for 2 days.

**2.2.** We can accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product to you or send an e-mail confirmation in which we expressly accept

your offer within 2 days after receiving your order.

**2.3.** This does not apply in the case that you chose the payment methods PayPal, ?sofortüberweisung de? or bank transfer In these cases the conclusion of contract takes place when you forward the payment instruction to your payment service provider.

**2.4.** Your contract is with Dominique Wenger, representing Vantage Fighting.

**2.5.** The contract language is English.

**2.6.** The contract will be saved by us and is available, if logging in with your Log-In-Data on our homepage.

### 3. Placing orders on the website

**3.1.** You need an e-mail address to place an order.

**3.2.** Placing an order on the website is easy:

I) Find the products you want

II) Add the products to your shopping cart

III) Proceed to checkout

IV) Select delivery and billing options

V) Review your order

VI) Submit your order

VII) Receive an online order acknowledgment

VIII) Receive an online order confirmation

**3.3.** Before finally submitting your order, you have the opportunity to adjust/correct your order.

There will be given useful information during the ordering process.

### 4. Pricing, payment methods and maturity date

**4.1.** All prices are full prices quoted in Euro and include the legally applicable VAT.

**4.2.** Shipping rates are not included in the shown prices and depend on the country where your order is being delivered to. For details on shipping rates per country see ?Shipping Information? on our homepage.

**4.3.** When ordering products from Vantage Fighting for delivery outside of the EU you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges.

**4.4.** Despite our best efforts, it may occur that products in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. In case of mispricing we will contact you before dispatch to request whether you want to buy the product at the correct price or cancel your order.

**4.5.** We accept all payment methods stated here [?Payment Information?](#)

**4.6.** If no other payment method is agreed on, the full payment by the customer is due with the conclusion of the contract. If you chose to pay per bank transfer, dispatch will only be made after receipt of your payment on our banking account.

## 5. Availability and delivery

**5.1.** We try to only list available products on our website. As we process your order, we will inform you by e-mail as soon as possible if any product you order turn out to be unavailable and you will not be charged for those products.

**5.2.** Regarding the unlikely event, that your ordered products are unavailable and we already concluded a valid contract, Vantage Fighting reserves the right to withdraw from the contract within 2 days. If we are unable to supply you with a product, we will inform you of this in writing and will not process the order. Advance payments will be reimbursed immediately.

**5.3.** Please note that delivery estimates stated on the website are just that. They are not guaranteed

delivery times and should not be relied upon as such.

**5.4.** Normally shipment to Austria and Germany takes 1-2 working days. The delivery-time to other countries varies (as a general rule about 2-5 working days within the EU).

**5.5.** The shipping rates depend on the country on where your order is being delivered to. For more details (e.g. on shipping rates per country) see [?Shipping Information?](#) on our homepage.

## 6. Reservation of proprietary rights

**6.1.** All our products are delivered under the reservation of proprietary rights. Until all claims against the customer have been satisfied, the delivered products remain property of Vantage Fighting.

**6.2.** In case of default of payment Vantage Fighting is entitled to assert our claim out of the retention of title.

## 7. Warranty and right of withdrawal (Statutory rights)

**7.1.** The legal warranty law is applicable. The legal warranty period is 2 years and starts with the day

on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

**7.2.** For more information regarding your right to withdrawal, please visit den Link ?Right of withdrawal? on our Homepage

## 8. Amendments to the conditions of sale

We reserve the right to make changes to our website, policies, and terms and conditions at any time. You will be subject to the terms and conditions, policies and Conditions of Sale in force at the time that you order products from us, unless any change to those terms and conditions or policies is required to be made by law or government authority (in which case it may apply to orders previously placed by you).

## 9. Applicable law and jurisdiction

**9.1.** These conditions are governed by and construed in accordance with the Austrian law.

**9.2.** The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

**9.3.** We both agree to submit to the non-exclusive jurisdiction of the courts of Salzburg, Austria, which means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Sale in Austria or in the EU country in which you live.

## 10. Privacy notice

**10.1.** All data collected by us will be used and processed exclusively within the framework of the current data protection laws and in accordance with our [?Privacy Policy?](#)

**10.2.** For more information, please visit the [Link ?Privacy policy?](#)

## 11. Our contact details

Warranty claims or other complaints can be asserted at:

Dominique Wenger

Vantage Fighting

Sternhofweg 54

5020 Salzburg

Austria

E-Mail: [info@vantage-fighting.com](mailto:info@vantage-fighting.com)

Phone: +43 (0) 662 24 32 15

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