

ATHLEE

Product Terms- and Conditions

1 GENERAL

- 1.1 These general terms- and conditions of sale and delivery (“Terms”) apply to all purchases of physical products (“Products”) provided by ATHLEE ApS, CVR no. 40360077 (“ATHLEE”), to merchants or consumers (“Customer”).
- 1.2 The Terms do not affect statutory and preceptive consumers rights, which cannot be deviated from according to law.

2 DELIVERY

- 2.1 Unless otherwise agreed, the Products will be delivered at the Customer’s expense.
- 2.2 The Products will be delivered as soon as possible after the Customer has finalized an order.
- 2.3 Delivery will take place once the Products have been handed over to a third-party carrier, after which the risk of the Products passes to the Customer.

3 USE OF PRODUCTS

- 3.1 The Products are sold fit for the ordinary use and in accordance with the specifications found at www.athlee.com/manual.pdf
- 3.2 The Customer recognizes that the Products must be handled with due care taking into consideration that the Products consist of technical components, which by nature are fragile.
- 3.3 The Customer is solely responsible for setting up the Products and for taking the necessary precautions to ensure that the Products are safely installed and used, and ATHLEE assumes no liability for physical damage to persons or property (also including the Products itself) due to the Customer’s use of the Products.

4 PAYMENT

- 4.1 Unless otherwise agreed, ATHLEE shall be entitled to charge the Customer after the Customer has finalized an order.

5 DELAYS

- 5.1 In the event of delay, ATHLEE will take necessary measures to deliver the Products in a timely manner. If ATHLEE has provided the Customer with a specific delivery date and the Products are delayed with more than ninety (90) days from the specific delivery date, then the Customer shall be entitled to cancel the order and – in case payment has taken place – be entitled to repayment of all fees relating to the Products. Such claim for repayment shall be the Customer’s sole remedy for delays.

6 WARRANTY

- 6.1 ATHLEE warrants (“limited warranty”) that the ATHLEE product is free of defects in materials and workmanship at the time of the original purchase by the end-user (the “customer” or “you”). This limited warranty covers the functionality of the ATHLEE product for its normal, intended use in an environment as specified below only and does not cover malfunctions that result from improper or unreasonable use or maintenance as specified in 3.1, as well as any unauthorized repair, normal wear and tear, or external causes such as accidents, abuse, or other actions or events beyond our reasonable control.
- 6.2 This limited warranty gives you specific legal rights and you may also have other legal rights, which vary from state to state. We limit the duration and remedies of all implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose to the duration of this express limited warranty. Some U.S. States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- 6.3 This Limited Warranty is issued to the Customer who buys a new ATHLEE product directly from ATHLEE. This Limited Warranty cannot be assigned or transferred to any subsequent purchaser or user.
- 6.4 The Limited Warranty is limited to the repair or replacement of the ATHLEE product at ATHLEE’s discretion, and neither costs for transportation, removal, nor installation of a ATHLEE product is covered by this Limited Warranty.
- 6.5 If ATHLEE receives, during the applicable warranty period, a valid notice of a defect ATHLEE will, at ATHLEE’S option, within reasonable time after being notified of the defect:
 - a) repair the defect at no charge, using new or refurbished replacement parts, or
 - b) replace the product.
- 6.6 Response time may vary from country to country and is, among other things, subject to availability of parts, labor and transport.
- 6.7 This Limited Warranty extends to ONE (1) YEAR from the Customer’s original purchase of the ATHLEE product or if the Customer has purchased an Extended Warranty from ATHLEE to TWO (2) Years.

7 RETURNS

- 7.1 All returns must be made in original, unbroken and undamaged packing. Returns can be made up until thirty (30) days after delivery of the Product.
- 7.2 Shipping costs in connection with the return of the delivery to ATHLEE will be refunded to the Customer if the return is a result of defects in the Products.

8 PRODUCT LIABILITY

- 8.1 ATHLEE shall only be liable for product liability in accordance with the normal requirements under the product liability act.
- 8.2 If a third-party claims products liability involving the Products against only the Customer, the Customer shall immediately notify ATHLEE of the claim.

9 LIMITATION OF LIABILITY

- 9.1 Except for any remedies that cannot be excluded or limited under law, ATHLEE will not be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party, even if a ATHLEE representative has been advised of the possibility of such loss, damages, claims, or costs. In any event, ATHLEE's aggregate liability in connection with this license will be limited to the amount paid for the ATHLEE software and hardware. This limitation will apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of these license terms or the order confirmation. Nothing contained in these terms limits ATHLEE's liability to you in the event of death or personal injury resulting from ATHLEE's negligence or fraud.
- 9.2 The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. This limitation of liability may not be valid in some jurisdictions. You may have rights that cannot be waived under consumer protection and other laws. ATHLEE does not seek to limit its warranty or remedies to any extent not permitted by law.

10 GOVERNING LAW AND JURISDICTION

- 10.1 These Terms shall be governed by and interpreted in accordance with the laws of Denmark without regard to international private law regulations or principles of Danish law leading to the application of other laws than substantive Danish law. Any dispute arising from or related to these Terms shall exclusively be settled by the courts in Denmark with the District Court of Copenhagen as the venue.

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ATHLEE APS