General Terms and Conditions

NEW STRENGTH

Sale and delivery of fitness equipment and accessories
As of 7 October 2026

Nicola Markus Schafleitner, trading as NEW STRENGTH
Ruckling 49, 5204 Straßwalchen, Austria
Email: office@newstrength.at | Telephone: +43 660 70 85 400
Website: https://newstrength.at | VAT ID: ATU83609506

1 Scope

1.1 These General Terms and Conditions apply to contracts for the sale and delivery of fitness equipment, strength training equipment and training accessories by Nicola Markus Schafleitner, trading as NEW STRENGTH, hereinafter referred to as “we” or “NEW STRENGTH”. They apply where their incorporation into the contract has been agreed before the contract is concluded.

1.2 Our offers are addressed to consumers and business customers. Consumers and business customers are understood within the meaning of section 1 of the Austrian Consumer Protection Act (KSchG). Provisions that expressly apply only to business customers do not apply to consumers.

1.3 Individually agreed terms take precedence over these General Terms and Conditions. Mandatory statutory rights remain unaffected. Amendments to our General Terms and Conditions apply to contracts already concluded only if they are validly agreed with the customer.

1.4 These General Terms and Conditions cover assembly services where these are expressly agreed as an ancillary service to a purchase of goods. Separate rental, leasing, financing, maintenance or planning contracts are not covered by these General Terms and Conditions.

2 Enquiries and conclusion of the contract

2.1 These terms govern individual offers and enquiries. Enquiries and adding goods to the basket are non-binding; an automatic enquiry acknowledgment does not create a purchase contract. Direct online orders are governed instead by the online purchase terms shown before ordering at https://newstrength.at/en/online-purchase-terms/.

2.2 In response to an enquiry, we prepare an individual offer. In particular, it specifies the products offered, their main characteristics, the scope of delivery, the total price, delivery costs, the delivery period, and payment and, where applicable, assembly terms. Any expressly stated deadline for acceptance must be observed.

2.3 A contract is concluded when the customer accepts our binding offer without changes within any acceptance period specified in that offer and we receive that acceptance. Acceptance may be given by email, in particular. Where an offer is expressly described as non-binding, the customer makes an offer by placing an order; we accept this by issuing an express order confirmation. A mere acknowledgement of receipt is not sufficient.

2.4 Before the customer makes a binding contractual declaration, the customer receives these General Terms and Conditions and the required contractual information. For distance contracts and off-premises contracts, consumers also receive the withdrawal instructions and the model withdrawal form where a statutory right of withdrawal exists. Within a reasonable time after the contract is concluded, and no later than delivery of the goods, we provide the customer with the contract confirmation and the information required by law on a durable medium, such as an email with PDF attachments. The specific statutory requirements regarding form and confirmation apply to off-premises contracts.

2.5 The language of the contract and the language version of these General Terms and Conditions provided for the contract are expressly specified in the individual offer and agreed with the customer. Information required by law is provided in the language required in each case. Additions or changes to equipment, price or the scope of delivery after the contract has been concluded require agreement with the customer. No unilateral substitution of a different model or unilateral price increase is provided for.

3 Prices and shipping costs

3.1 All prices shown on our website are in euros and include VAT. The total price stated in the accepted offer, including all agreed additional charges, applies to the contract. Net prices stated separately in offers to business customers are expressly identified as such, and the stated VAT is added.

3.2 For deliveries within the European Union (EU), shipping costs are EUR 100 per order, including VAT, where the value of the goods is below EUR 5,000. Shipping within the EU is free for goods with a value of EUR 5,000 or more. The relevant amount is the total agreed value of the goods including VAT, after deduction of any agreed discounts and excluding shipping and assembly costs.

3.3 The shipping terms do not include separate assembly services. Unloading, transport to the installation location, special lifting or positioning services and assembly are specifically described in the offer before the contract is concluded. Additional charges arise only for additional services expressly agreed in advance. Free delivery is not subsequently restricted by general surcharges.

3.4 Deliveries outside the EU are possible only by individual agreement. Availability of delivery, the total price and all transport costs charged by us are disclosed before the contract is concluded. We also provide information before conclusion of the contract about any additional import duties or charges and the agreed import arrangements.

4 Payment

4.1 The payment method, due date and any deposit or instalment schedule are specified in the individual offer. Advance payments are payable only if expressly agreed before the contract is concluded. A non-binding enquiry is free of charge.

4.2 The statutory provisions apply in the event of late payment. Out-of-court debt collection costs are claimed only to the extent that they are recoverable by law, necessary for appropriate debt collection and proportionate to the debt being pursued.

4.3 The customer's statutory rights of set-off and retention remain unaffected. This applies in particular where delivery does not conform to the contract or where there are justified claims relating

to defects.

5 Production delivery and delay

5.1 Production: 35 calendar days from receipt of full payment, followed by transport. Total delivery time including production and transport: 30-60 working days from receipt of full payment. Working days: Monday to Friday, excluding Austrian public holidays. Kerbside delivery including unloading; assembly and installation excluded.

5.2 We deliver to the agreed delivery address. The specific delivery date is arranged jointly with the customer and confirmed by us in writing, in particular by email. The written confirmation serves as a record; the validity of individual oral commitments made to consumers remains unaffected. It is no earlier than the end of the agreed production period and also takes account of the required delivery or transport time. The date is coordinated within the binding delivery period agreed; changes to that period require a separate agreement with the customer. The handover location agreed in the offer determines whether delivery is, for example, to the kerbside, an unloading point or the installation location. Delivery only to the kerbside applies solely where this has been clearly agreed before the contract is concluded.

5.3 The customer informs us in good time of any apparent special features of the delivery location, such as narrow access roads, stairs, the absence of lifts or restricted access times. We communicate the dimensions, weights and access requirements necessary for the agreed delivery before the contract is concluded. Responsibility for unloading and moving the goods inside, and any equipment required, are agreed in the offer.

5.4 Partial deliveries are made only by agreement. They do not result in additional shipping costs for the customer without separate consent.

5.5 As soon as a delay becomes foreseeable, we inform the customer and explain the expected next steps. Statutory rights in the event of delayed or impossible performance remain unaffected. In particular, the customer may, in accordance with the law, set a reasonable additional period for performance and withdraw from the contract if that period expires without performance; cases in which no additional period is required remain unaffected.

5.6 Where an attempted delivery fails for reasons attributable to the customer, only additional costs that are recoverable by law, actually necessary and reasonable may be charged. Flat-rate storage or repeat-delivery fees are not charged without an appropriate basis.

6 Handover and assembly

6.1 For consumers, the risk of accidental loss or damage generally passes only when the goods are handed over to the consumer or to a third party designated by the consumer, other than the carrier. If the consumer independently engages a carrier without using a delivery option proposed by us, the statutory exception under section 7b KSchG applies. For business customers, the statutory rules on the passing of risk apply.

6.2 Where possible, please inspect a delivery upon receipt for visible transport damage and have the carrier document any such damage. Please inform us of damage promptly. For consumers, this is a request; failure to inspect, document or report damage immediately does not result in the loss of statutory claims. Clause 8.7 additionally applies to business customers.

6.3 Any assembly services owed by us are governed by the scope of services agreed in the offer. The customer provides the access and conditions at the installation location specifically agreed there. Our professional duties to inspect and warn, and our responsibility for proper performance, remain unaffected.

6.4 For self-assembly, the assembly, operating and safety instructions supplied must be followed. In particular, the intended use, load limits, required fixings and maintenance instructions specific to the equipment must be observed. This does not restrict liability for defective goods or for incorrect or inadequate assembly instructions.

7 Retention of title

7.1 The relevant goods remain our property until their purchase price has been paid in full. The customer's statutory rights, in particular rights relating to defects and rights of retention, remain unaffected.

7.2 While title is retained, the customer may not pledge the goods or transfer them as security. NEW STRENGTH must be informed without delay of any seizure or other third-party action affecting the goods subject to retention of title. Retention of title is enforced only through procedures permitted by law.

8 Statutory and commercial guarantees

8.1 Statutory rights relating to defects apply. In particular, the mandatory provisions of the Austrian Consumer Warranty Act (VGG) apply to consumer sales contracts. The goods must have the characteristics agreed in the contract and required by law. These General Terms and Conditions do not provide for any blanket departure from product descriptions or promised characteristics.

8.2 Under Austrian consumer warranty law, the statutory guarantee period for new goods is generally two years from handover. Defects that become apparent within one year are generally presumed to have existed at handover, unless this is incompatible with the nature of the goods or the defect. Special statutory rules, in particular for defects in title and goods with digital elements, remain unaffected. Any more extensive mandatory consumer rights under clause 13.1 are not restricted.

8.3 For consumer contracts concluded on or after 1 October 2026 that fall within the relevant provisions of the VGG, the statutory guarantee period is extended once by one year where a repair is carried out to bring the goods into conformity. Before implementing the remedy, we inform the consumer of the statutory right to choose between repair and replacement and of the associated extension of the period. These General Terms and Conditions do not shorten statutory periods or limitation periods.

8.4 Subject to the statutory conditions, consumers may initially request repair or replacement. These are provided free of charge, within a reasonable time and without significant inconvenience. Where the statutory conditions are met, consumers are entitled to a price reduction or termination of the contract. Transport, labour and material costs, as well as any necessary removal and installation costs that we are legally required to bear, are not passed on to the consumer.

8.5 Please report defects to office@newstrength.at or to our address stated above. A description of the fault and, where possible, photographs help us process the claim. For consumers, a particular reporting method, photographs, a prior returns number or the original packaging are not prerequisites

for statutory claims relating to defects. We coordinate any necessary inspection or collection of heavy equipment with you.

8.6 Normal wear and tear resulting from use in accordance with the contract is not, in itself, a defect. However, claims are not excluded as a general rule merely because a wear part is affected or because the equipment has been used, maintained or assembled. The statutory conditions and the cause of the specific defect are decisive. Our responsibility cannot be replaced merely by referring the customer to a manufacturer or upstream supplier.

8.7 The statutory duties to inspect and notify defects under section 377 of the Austrian Commercial Code (UGB) apply only to transactions relating to the business activities of both parties. The business customer must inspect the goods after delivery to the extent practicable in the ordinary course of business and report apparent defects within a reasonable time. Hidden defects must be reported within a reasonable time after discovery. The legal consequences and exceptions are governed by section 377 UGB. Consumers are not subject to such duties to inspect or notify defects.

8.8 A voluntary commercial guarantee exists only if expressly promised. Its scope is determined by the relevant guarantee statement. A commercial guarantee neither replaces nor restricts statutory rights relating to defects. Any updates required by law for goods with digital elements remain due.

9 Statutory right of withdrawal for consumers

9.1 Consumers generally have a statutory right of withdrawal under the Austrian Distance and Off-Premises Contracts Act (FAGG) for distance contracts and off-premises contracts. Contracts concluded by email may also be covered. Details are provided in the withdrawal instructions and model withdrawal form below.

9.2 The statutory exception for goods made to the customer's specifications or clearly personalised applies only where those conditions are actually met. Merely procuring standard equipment to order, a lack of stock availability or a longer delivery time does not, in itself, exclude the right of withdrawal. This exclusion does not apply where the law provides for a right of withdrawal even for individually made goods, in particular in the specific cases of unsolicited home visits or sales excursions under section 18(4) FAGG.

9.3 Returning goods in their original packaging is not a condition for a valid statutory withdrawal. Safe transport packaging appropriate to the weight and nature of the goods is required to prevent damage during return transport. Any compensation for diminished value is governed exclusively by the statutory conditions.

10 Changes and cancellation by agreement

10.1 Apart from statutory rights of withdrawal or other rights to terminate the contract, cancelling or changing a contract already concluded requires the agreement of both parties. These General Terms and Conditions do not grant business customers a general fourteen-day right of withdrawal.

10.2 For termination by mutual agreement, the parties may specifically agree the arrangements and any costs. These General Terms and Conditions do not provide for any flat-rate cancellation, restocking or handling fee. Statutory rights of withdrawal, in particular in the event of defects or delay, remain unaffected.

11 Liability

11.1 NEW STRENGTH is liable in accordance with the statutory provisions. In particular, these General Terms and Conditions neither exclude nor restrict liability for personal injury, damage caused intentionally or by gross negligence, or claims under the Austrian Product Liability Act.

11.2 Whether, and to what extent, the customer's conduct contributed to any damage is assessed in accordance with the statutory provisions. Instructions for safe use do not constitute a general exclusion of liability or a reversal of the statutory burden of proof.

12 Privacy and complaints

12.1 Information about the processing of personal data is provided in our separate privacy policy at https://newstrength.at/en/privacy/. Incorporating these General Terms and Conditions into the contract does not replace any separately required consent, in particular consent to advertising.

12.2 Complaints may be sent to office@newstrength.at, made by telephone on +43 660 70 85 400 or sent by post to the address stated above. If a dispute with a consumer cannot be resolved directly, we inform the consumer on a durable medium of the competent alternative dispute resolution body and whether we will participate in the procedure, to the extent required by law.

13 Applicable law and jurisdiction

13.1 Austrian law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods. For consumers, this choice of law must not deprive them of the protection afforded by mandatory provisions of the country in which they habitually reside, to the extent that those provisions apply under the statutory conflict-of-laws rules.

13.2 For consumers, the statutory rules on jurisdiction apply. Only for disputes with business customers is the exclusive jurisdiction of the court with subject-matter jurisdiction at the place of business of NEW STRENGTH agreed.

13.3 If a provision is invalid, the legal consequences are governed by law. An invalid clause is not automatically replaced by another clause that comes as close as possible to its economic purpose.

Withdrawal instructions for purchases of goods

NEW STRENGTH I Consumers in distance and off-premises contracts

These instructions apply to contracts for the purchase of goods where a statutory right of withdrawal exists under the FAGG. The German terms “Widerruf” and “Rücktritt” refer to the same right in this context.

Right of withdrawal and start of the withdrawal period

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

The withdrawal period is fourteen days from the day on which you, or a third party designated by you other than the carrier, take physical possession of the goods. The following different starting points apply to these delivery arrangements:

If you have ordered several goods in a single order and they are delivered separately, the period begins when the last item is taken into physical possession. If goods are delivered in several lots or pieces, the period begins when the last lot or piece is taken into physical possession. In each case, the relevant event is possession by you or a third party designated by you other than the carrier.

Exercising the right of withdrawal

To exercise your right of withdrawal, you must inform us,

NEW STRENGTH - Nicola Markus Schafleitner
Ruckling 49, 5204 Straßwalchen, Austria
Email: office@newstrength.at
Telephone: +43 660 70 85 400

of your decision to withdraw from this contract by an unequivocal statement, for example a letter sent by post or an email. You may use the attached model withdrawal form, but this is not obligatory.

To meet the withdrawal deadline, it is sufficient to send your communication concerning the exercise of the right of withdrawal before the withdrawal period expires.

Effects of withdrawal

If you withdraw from this contract, we will reimburse all payments received from you, including delivery costs, without undue delay and no later than fourteen days from the day on which we receive your notification of withdrawal. This excludes additional delivery costs resulting from your choice of a delivery method other than the least expensive standard delivery offered by us.

We will use the same means of payment for the reimbursement as you used for the original transaction, unless expressly agreed otherwise with you. In any event, you will not incur any fees as a result of this reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent them back, whichever is earlier. This does not apply if we have offered to collect the goods ourselves.

Returning goods and return costs

You must send back or hand over the goods to NEW STRENGTH - Nicola Markus Schafleitner, Ruckling 49, 5204 Straßwalchen, Austria, without undue delay and no later than fourteen days from the day on which you notify us of your withdrawal from this contract. The deadline is met if you send the goods before that fourteen-day period expires. This obligation to send back the goods does not apply if we have offered to collect them ourselves.

For goods that can normally be returned by post, you bear the direct cost of returning them, provided that we informed you of this before you made your binding contractual declaration.

For goods which, by their nature, cannot normally be returned by post, particularly heavy fitness equipment, you bear the direct return costs only if, before you make your binding contractual declaration, we have informed you of this and stated the amount of those costs. If the costs cannot reasonably be calculated in advance, we instead provide a reasonable estimate of the maximum amount. The cost information applicable to your order is provided in the individual offer together with these instructions. If this cost information is not provided in time, we bear the direct return costs.

For off-premises contracts, we collect the goods at our expense if they were delivered to your home at the time the contract was concluded and, by their nature, cannot normally be returned by post.

You may contact us to coordinate a return by freight carrier. Prior authorisation for a return is not a condition for a valid withdrawal. Please package the goods safely for transport; use of the original packaging is not required.

Diminished value

You are liable for any diminished value of the goods only if it results from handling beyond what is necessary to establish their nature, characteristics and functioning, and the statutory conditions for such compensation are met. No flat-rate usage or restocking fee applies.

Exception for customised goods

There is no statutory right of withdrawal for goods made to your specifications or clearly personalised. Where this exception applies, we inform you before you make your binding contractual declaration. Standard equipment ordered without modifications is not a customised product merely because we procure it or have it manufactured only after you place your order. This exclusion does not apply where the law provides for a right of withdrawal even for individually made goods, in particular in the specific cases of unsolicited home visits or sales excursions under section 18(4) FAGG.

Model withdrawal form

If you wish to withdraw from the contract, you may complete and return this form. You may also exercise your right of withdrawal by any other unequivocal statement.

Recipient

NEW STRENGTH - Nicola Markus Schafleitner
Ruckling 49
5204 Straßwalchen
Austria
Email: office@newstrength.at

Notice of withdrawal

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract for the sale of the following goods (*) / provision of the following service (*):

Goods or service

_____

Ordered on (*) / received on (*)

_____

Name of consumer(s)

_____

Address of consumer(s)

_____

Order or offer number, if available and known

_____

Date

_____

Signature of consumer(s), only if submitted on paper

_____

(*) Delete as appropriate.