



Terms and Conditions

This website is brought to you by the GoSt-Barefoots Ltd. - Buchholzer Weg 17 - 41189 Mönchengladbach - Germany. The information that is provided on this website by GoSt-Barefoots (hereinafter GoSt-Barefoots) and its subsidiaries and through any available third parties, been compiled with great care. We can not make any guarantee for the completeness or accuracy of this information. GoSt-Barefoot is not liable for errors in the content of this website.

Also, forward-looking statements in this website have been given in good faith. The GoSt-Barefoot's actual results could differ materially from these forward-looking statements, because they depend of a series competitive and macroeconomic factors, which partly are outside the control of GoSt-Barefoots. Without prejudice to any legal obligations to amend forward-looking statements, continuous updating all forward-looking statements contained in this website is not intended.

By accessing this website you accept, without limitation or qualification, also the following Terms and Conditions.

1. Contract

1.1 When submitting an order to GoSt-Barefoots, you are about to enter into a contract between yourself and GoSt-Barefoots. After you have submitted your order online, GoSt-Barefoots will confirm the receipt of your order immediately by email. However, any order confirmation by GoSt-Barefoots Ltd. does not constitute a legally binding contract: the contractual agreement becomes legally binding at the time you have received the items you have ordered from GoSt-Barefoots Ltd., and at the time the services you ordered have been provided by GoSt-Barefoots Ltd..

2. Purview

2.1 The present Terms & Condition shall apply to all claims asserted by either you or GoSt-Barefoots as a result from a contract between the two parties. Claims arising in conjunction with services provided by GoSt-Barefoots Ltd. that do not include the delivery of goods are governed by the specific Terms & Conditions of each individual service.

2.2 In cases in which the Terms & Conditions of individual services provided by GoSt-Barefoots Ltd. should conflict with each other, the following order of precedence shall apply:

1. Terms & Conditions for Individual Services, superseding;
2. the present General Terms & Conditions, superseding;
3. the warranty conditions;
4. Statutory Rule

3. Contracting Parties

3.1 All contractual agreements entered into in accordance with the present Terms & Conditions will be between GoSt-Barefoots Ltd., registered at at Buchholzer Weg 17, D-41189 Mönchengladbach, Germany, VAT Reg No DE 280 969 339, and

3.2 individual customers who must be 18 years of age, legally competent, and either residents of the Federal Republic of Germany or residents of another country in the European Union, including Switzerland as well as in international countries outside the European Union. If GoSt-Barefoots should unintentionally enter into a contractual agreement with an individual legally incapable to enter contracts, GoSt-Barefoots Ltd. reserves the right to terminate there after giving the appropriate period of notice.

4. Object of The Contract

4.1 GoSt-Barefoots shall deliver the item(s) ordered by you and provide the service(s) requested by you and agreed to between the both parties, respectively. All objects of the contract are subject to the statutory rights outlined in Art 434 Sec 1 Para 3 of the BGB (German Civil Code). If you exercise your right to cancel an order by returning an item within the contractually agreed period, GoSt-Barefoots Ltd. shall store-credit any payments received or, if you should request it, shall alternatively reimburse you. Furthermore, the condition and restrictions of Paragraph 5 of these Terms & Conditions apply.

GoSt-Barefoots Ltd.
Managing Director: Jörg Peitzker
Buchholzer Weg 17
41189 Mönchengladbach (Germany)
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VAT ID: DE280969339
Jurisdiction: Mönchengladbach (Germany)
Tax number: 121/5725/5122
EORI: DE849644136507831

Bank Account
TransferWISE Ltd.
GoSt-Barefoots GmbH
BIC: TRWIBEB1XXX
IBAN: BE96 9672 6109 8805

5. Cancellation Policy / Revocation

5.1 Purchase: Even without stating reasons, the customer can cancel his order within fourteen (14) days, in text form (for example letter, fax, e-mail) or by returning the goods. The period begins after receipt of this instruction in text form, but not before receipt of the goods at the customer. To maintain the cancellation period, the timely dispatch of the goods is enough.

5.2 Financing / Instalment: For certain countries PayPal PLUS offers at checkout to pay by purchase on account and instalment. As all payment methods of PayPal PLUS, also these are exclusively handled by and at PayPal. For GoSt-Barefoots all purchases via PayPal PLUS are regular purchases and the Cancellation Policy described under 5.1 applies analogously.

5.3 The right to cancel does not apply to products that have already been exchanged, second hand items, offer goods or custom-made items – items which are tailored to your own specifications (differing from the respective standard item).

To cancel your order, please contact:

GoSt-Barefoots GmbH
Buchholzer Weg 17
41189 Mönchengladbach
Germany

Phone: +49 (0) 2166 99 811 44
E-Mail: revocation@gost-barefoots.com

5.4 In the case of an effective cancellation, the received goods are to be returned within fourteen (14) days. The period begins with sending the revocation. The deadline is met if the customer sends the goods before the expiration of the period of fourteen days.

Providing the items are returned complete (including all accessories, if applicable) and in mint condition, you will receive a refund within fourteen (14) days. Items returned incomplete, damaged or in used condition will lead to an accordingly revised refund, to compensate for the depreciated value. In particularly extreme cases, we reserve the right to refuse the exchange or return. However, this does not affect your right to examine and test the delivered items upon receipt, i.e. as you would in a store.

“Legal position according to the ECJ (EuGH): For everyday objects such as shoes or garments, the respective suitability can already be determined by a one-time try-on in the domestic area. Accordingly, it is not „necessary“ within the meaning of §357 (7) no. 2 BGB to test the acquired object in all circumstances in which its use is intended. The permissible suitability test is limited here to the assessment of the visual impression and the determination of the individual fit. A „wear“ of shoes in everyday life or a „road suitability test“ for shoes always exceeds the limit of testing.”

We only accept returns in our original packaging! The customer bears the immediate costs of returning the goods.

5.5 Obligations to reimburse payments (minus the original shipping costs) must be fulfilled within (14) days. The period begins with the sending of your declaration of revocation or of the items, for us with the receipt of the goods.

End of revocation.

6. Costs of Return Delivery Agreement

6.1 In the case you are exercising your right to cancel an order and return the purchased item, you agree to pay the actual shipping costs incurred (if the first delivery, due to the order value was free shipping) as well as the return delivery of the items.

7. Limited Availability of Items or Services

7.1 In the case of items or services not being available at GoSt-Berefoots Ltd. any longer at the time your order has been received, GoSt-Berefoots shall reimburse any payment you made. GoSt-Berefoots Ltd. reserves the right to offer you items and services matching the quality and price of the originally order. However, you are under no obligation to accept these items and services, respectively. Under these circumstances, also the cost of returning the items will be paid by GoSt-Barefoots.

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8. Shipping costs and delivery time

8.1 The online store offers various shipping service providers and options, which can be freely selected by the customer. During the order process the shipping carrier (DHL, UPS, etc.) and the preferred service (standard, premium, express, etc.) can be chosen before placing a binding order, the resulting total is indicated.

8.2 For all countries and purchases over 380 € (including VAT) and up to 4 kg, no shipping costs will be charged! However, if such orders can not be successfully completed (for example, returns), the original shipping costs will be deducted from the refund. For the return of the goods to GoSt-Barefoots the customer bears the costs (from abroad including customs clearance and re-import to Germany). If the original order was free shipping, re-shipping will be charged. If shipping was charged for the original order, re-shipping will be free of charge. Every order can only once be shipped free of charge. Thereafter, every further shipment (eg exchange) is chargeable and a return is no longer possible or leads to a credit.

8.3 After completion / assembling of the ordered product (on average 2-4 days after placing an order), the delivery time frame is only 2 to 4 working days nationally and internationally (exceptions are islands and very remote areas). Nationally DHL Premium (normal shipping), DHL Express and various UPS services can be chosen. Internationally GoSt-Barefoots ships only with DHL Express, alternatively with UPS (except to private addresses in Russia). Both companies work without additional shipping companies in the respective destination country and also ensure a fast and smooth customs clearance and the subsequent delivery by own staff. Even worldwide, express shipments are very reliable and within just a few days at the customer.

8.4 GoSt-Barefoots shall ensure a smooth and timely delivery of the items ordered. If items that form part of a delivery are not available for immediate dispatch, GoSt-Barefoots will split the order into separate deliveries, with the items shipped at the earliest possible time and with no postage costs incurred.

9. Pricing & Payment Conditions/-methods

9.1 Prices quoted in our catalogues and on our leaflets released to individual customers represent the total amount due at the time of the purchase, including VAT charge at the rate valid on the day the catalogues/leaflets are published. If VAT should increase after the release of our catalogues/leaflets, GoSt-Barefoots is under legal obligation to implement the VAT increase.

9.2 The available methods of payment at our Online Store depend on the country where you live: If your first domicile is Germany, payments can be made by PayPal, direct debit, advance payment (bank transfer), credit card (Visa, MasterCard, Discover, American Express) and purchase on invoice. For most International and intercontinental countries, payments can however be made at least with advance payment (bank transfer), PayPal and credit card.

9.3 Item prices quoted in GoSt-Barefoots catalogues and on GoSt-Barefoots leaflets released to retailers and business customers represent the net amount excluding VAT.

9.4 For online purchases via the GoSt-Barefoots webpage, the prices detailed on the relevant product information pages apply.

9.5 GoSt-Barefoots may limit the payment options available to individual customers entirely at its discretion. This includes asking for advance payments, cash on delivery or instant payments at the time the order is processed.

10. Retention of Title

10.1 Title to any items or services shall remain vested in GoSt-Barefoots and shall not pass to the customer until the purchase price for these items or services has been paid in full and received by GoSt-Barefoots.

10.2 Any replacement items provided by GoSt-Barefoots shall remain vested in GoSt-Barefoots until the item has been received by the customer. Upon receipt, the item shall become the property of the customer.

10.3 Any items returned by the customer shall remain vested in the customer until the item has been received by GoSt-Barefoots. Upon receipt of the returned item, the item shall become the property of GoSt-Barefoots.

10.4 A right of the customer to offsetting or retention does not exist, unless the claim is undisputed or legally binding.

11. Guarantees & Warranty

11.1 The warranty only applies to new goods that were not offered at reduced prices (eg discounted, part of an advertising campaign, etc.) at the time of purchase.

11.2 GoSt-Barefoots shall ensure that all items are of satisfactory quality, fit for purpose and as described at the time the items are

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dispatched.

11.3 In the case an item should prove damaged or faulty (including damage incurred during the delivery process) upon receipt, the customer shall notify GoSt-Barefoots at the earliest moment possible after the item has been delivered. However, failing to do so does not affect the customer's statutory rights.

11.4 In the case of the delivered item being faulty or damaged, GoSt-Barefoots shall either repair the item or provide the customer with a replacement item, depending on the customer's preference. However, GoSt-Barefoots reserves the right to reject one of the previous options, if either replacement or repair would incur excessive costs. Furthermore, if GoSt-Barefoots is unable to repair a faulty item after a second attempt, the customer shall be entitled to either demand a replacement item, ask for a reduction of the purchase price, or cancel the order. However, this shall not affect the customer's statutory rights.

11.5 Prerequisite for the warranty claims is that the defect was not caused by improper use, overuse (excessive punctual load) or by the natural wear of the multi-paws and the soles from chainmail and / or rubber.

11.6 In addition, the current regulations of guaranty at the time of purchase apply (company website, page „Warranty / Safety“).

12. Liability / Disclaimer

12.1 GoSt-Barefoots, its management and its employees are liable in cases of positive breach of contract, delay, impossibility, tort and other legal reasons (except pre-contractual violations) in case of intent or gross negligence.

12.2 The customer will not use our Products against the guidelines, instructions and recommendations of GoSt-Barefoots. These include, for example, too short familiarization phase, participation in races, use at too low temperatures and on inappropriate or permanently hard and high-friction surfaces (such as pavement and tarmac) as well as their use on polished smooth surfaces without corresponding anti-slip support such as outer soles or grip spots / Multi-Paws.

12.3 Customer understands that our products are primarily intended to provide temporary protection against injury and serve the holistic training and to promote general health by natural conditions and stimulation.

12.4 In conjunction with the Disclaimer of Warranty as explained above, you expressly understand and agree that any claim against GoSt-Barefoots, its parent and affiliates and their affiliates, and their directors, officers, managers, employees, will be limited to the amount you have paid for the particular product, if any. GoSt-Barefoots will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damage which may be incurred by you as a result of the use of our products and resources, to the full extent that applicable limitation of liability laws allow.

13. Governing Law and Venue

13.1 By accessing our website or buying our services, you agree that the laws of Germany, excluding the general rules of German law on governing law, apply to all matters relating to the use of our website and the purchase of any products or services through this site.

13.2. In the event of any dispute or disagreement arising under or in connection with these Terms or the Agreement (including a dispute or disagreement as to the validity of the Terms or the Agreement), such dispute or disagreement will be referred to and resolved under the exclusive jurisdiction of the German courts.

13.3 The exclusive place of jurisdiction is Mönchengladbach or another legal place of jurisdiction in Germany at the discretion of GoSt-Barefoots.

13.4 You may not assign this agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.

14. Privacy Policy

14.1 Your privacy is very important to us, and therefore we have created a separate Privacy Policy to explain in detail how we collect, manage, process, secure and store your private information. Our Privacy Policy is included under the scope of these Terms. To read our Privacy Policy in its entirety, please visit page Privacy Policy.

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15. Copyrights / Trademarks

15.1. All content and materials available at gost-barefoots.com, including but not limited to text, graphics, website name, code, images and logos are the intellectual property of GoSt-Barefoots and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited unless specifically authorized by GoSt-Barefoots.

15.2. GoSt-Barefoots does not grant any license or other right to use any of our trademarks, service marks, copyrightable material or other intellectual property except as expressly provided in these Terms or agreed to in writing.

15.3. In addition, you agree that you will refrain from any action that otherwise endangers our products, including resale, rental, leasing, distribution, marketing, commercialization or otherwise, unless otherwise expressly permitted.

15.4. Upon request from GoSt-Barefoots, you must be able and ready to confirm at any given time that you adhere to the provisions of this clause. If you fail to deliver such confirmation within 15 working days from receiving the request, this may be considered, at GoSt-Barefoots sole discretion, a material breach of these Terms.

16. Miscellaneous

16.1 Should individual provisions of this contract be wholly or partially invalid or lose their legal validity later, this shall not affect the validity of the remainder of the rest.

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