

# GENERAL TERMS AND CONDITIONS OF SALE FOR CONSUMERS (B2C)

*XION PG GmbH – Online Shop – Version 1.0, effective July 2026*

## 1. Scope and Definitions

**1.1** These General Terms and Conditions (“Terms”) apply to all contracts for the sale of goods concluded between XION PG GmbH (“we”, “us”, the “Seller”) and consumers (“you”, the “Customer”) via our online shop at [xionpg.com](http://xionpg.com) or by other means of distance communication.

**1.2** A “consumer” is any natural person who enters into the contract for purposes that are predominantly outside their trade, business, craft or profession (sec. 13 German Civil Code (BGB); Art. 2(1) Directive 2011/83/EU).

**1.3** These Terms do not apply to business customers (resellers, distributors, corporate purchasers). Sales to businesses are governed exclusively by our separate Terms & Conditions of Sale (B2B).

**1.4** These Terms do not exclude or limit any rights you have under mandatory consumer protection laws of the country in which you habitually reside. Where a provision of these Terms conflicts with such mandatory law, the mandatory law prevails (see Clause 15).

## 2. Seller Identity and Contact

XION PG GmbH

Brammersoll 2, 24235 Stein, Germany

Managing Director(s): Merle Kittan, Björn Clausen · Commercial Register: HRB 24352 KI · VAT ID: DE352696595

Email: [sales@xionpg.com](mailto:sales@xionpg.com) Phone: +49 4343 49 46 40

**2.1** You can reach our customer service at the contact details above for questions, complaints, warranty claims and withdrawals.

## 3. Conclusion of Contract

**3.1** The presentation of products in our online shop does not constitute a legally binding offer, but an invitation to place an order.

**3.2** By clicking the order button labelled “Order with obligation to pay” (or equivalent unambiguous wording), you place a binding offer to purchase the goods in your shopping basket.

**3.3** Before submitting the order, you can review and correct all entries at any time using the standard keyboard, mouse and browser functions. The order process summarises all order details on a final overview page.

**3.4** We will confirm receipt of your order without undue delay by automated email. This confirmation of receipt does not constitute acceptance. A contract is concluded when we send you an order confirmation or ship the goods, whichever occurs first, and at the latest 7 days after your order.

**3.5** The contract text (order details and these Terms) is stored by us and sent to you by email in a durable medium. The contract can be concluded in English and German.

## **4. Prices, Taxes and Import Charges**

**4.1** All prices shown in the online shop are total prices in EUR and include statutory value added tax (VAT) applicable to the country of delivery within the EU, unless indicated otherwise. Shipping costs are shown separately before you place the order.

**4.2** For deliveries to destinations outside the European Union, prices may be shown net of German/EU VAT. Import duties, customs charges, import VAT and handling fees of the destination country may become payable upon import. Unless expressly stated otherwise at checkout (e.g. DDP shipping), these charges are payable by you and are not included in our prices. We will inform you before order completion that such additional costs may apply.

**4.3** The price applicable is the price displayed at the time of your order. Obvious pricing errors entitle us to rescind in accordance with statutory provisions; in that case you will be informed promptly and any payment made will be refunded immediately.

## **5. Payment**

**5.1** The following payment methods are available: credit card, PayPal, and others offered by mollie payment services (depending on the country). We do not charge fees for the use of any payment method that exceed our own costs.

**5.2** The purchase price falls due upon conclusion of the contract, unless a payment method with later maturity has been agreed.

**5.3** You have a right of set-off and retention to the extent permitted by mandatory law, in particular where your counterclaim is undisputed, ready for decision, or established by final judgment, or is based on the same contractual relationship.

## **6. Delivery, Shipping and Transfer of Risk**

**6.1** We ship worldwide to the countries listed in the online shop. Delivery times stated in the shop apply from conclusion of the contract (for prepayment: from receipt of payment) and are indicated per destination at checkout. Unless otherwise stated, we send out the goods within 30 days at the latest.

**6.2** If a product is unavailable through no fault of ours (e.g. supplier failure), we may withdraw from the contract. In that case we will inform you immediately and refund any payment made without undue delay.

**6.3** Partial deliveries are permitted only where they are reasonable for you; you will not incur additional shipping costs as a result.

**6.4** The risk of accidental loss of or damage to the goods passes to you only when the goods are handed over to you or to a person designated by you. If you have commissioned a carrier yourself and we have not offered that carrier, risk passes upon handover to that carrier.

**6.5** If delivery fails for reasons within your responsibility (e.g. incorrect address, refusal of acceptance), we may charge the reasonable additional costs actually incurred. Your statutory rights remain unaffected.

**6.6** If UPS isn't offering a shipment to your location for a reasonable price, we may withdraw from the contract. In that case we will inform you immediately and refund any payment made without undue delay.

## 7. Right of Withdrawal

**7.1** As a consumer, you have a statutory right of withdrawal for distance contracts. We grant the right of withdrawal described below to all consumers worldwide, regardless of country of residence, as a contractual right where no statutory right applies.

### Withdrawal Instructions

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which you, or a third party other than the carrier indicated by you, acquires physical possession of the goods (in the case of a contract relating to multiple goods ordered in one order and delivered separately: of the last good).

To exercise the right of withdrawal, you must inform us (XION PG GmbH, Brammersoll 2, 24235 Stein, Germany, email: sales@xionpg.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the attached model withdrawal form, but it is not obligatory. You may also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website, or use the withdrawal button ("withdraw from contract here") provided in our online shop. If you use one of these options, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by email) without delay.

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

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### Exclusions and Expiry of the Right of Withdrawal

**7.2** The right of withdrawal does not apply to contracts for the supply of goods made to your specifications or clearly personalised (e.g. custom-fitted or custom-printed protective equipment).

**7.3** The right of withdrawal expires prematurely for sealed goods which are not suitable for return due to health protection or hygiene reasons, if the seal has been removed after delivery.

## 8. Statutory Warranty Rights (Conformity of the Goods)

**8.1** You are entitled to the statutory warranty rights (liability for defects). Under German law, the limitation period for warranty claims for new goods is two years from delivery. If the goods are

defective, you may, in accordance with statutory provisions, demand subsequent performance (repair or replacement), reduce the price or withdraw from the contract, and claim damages or reimbursement of futile expenses.

**8.2** Reminder of statutory rights: The statutory warranty exists independently of, and is not restricted by, any commercial guarantee. It is provided free of charge.

**8.3** If you habitually reside outside Germany, any more far-reaching mandatory warranty or consumer guarantee rights of your country of residence (e.g. under the UK Consumer Rights Act 2015 or the Australian Consumer Law) remain unaffected.

**8.4** Any commercial guarantee we or a manufacturer may offer will state its conditions, duration and territorial scope in the guarantee document provided with the goods. From 27 September 2026, guarantee information will be provided using the harmonised EU guarantee notice where required.

**8.5** Complaints and warranty claims can be addressed to the contact details in Clause 2. Nothing in these Terms requires you to notify apparent defects within a fixed period as a condition of exercising your statutory rights.

## **9. Liability**

**9.1** We are liable without limitation for damages (i) arising from injury to life, body or health caused by our negligence or wilful misconduct or that of our legal representatives or agents, (ii) caused by wilful misconduct or gross negligence, (iii) under the German Product Liability Act (Produkthaftungsgesetz) and other mandatory product liability laws, (iv) arising from fraudulent concealment of a defect, and (v) under any guarantee we have given.

**9.2** In the event of a slightly negligent breach of an essential contractual obligation (an obligation whose fulfilment is a prerequisite for the proper performance of the contract and on whose observance you may regularly rely), our liability is limited to the foreseeable damage typical for this type of contract. Otherwise, liability for slight negligence is excluded.

**9.3** The above limitations do not apply to the extent that mandatory law of your country of residence provides otherwise, and do not limit your statutory warranty rights under Clause 8.

## **10. Retention of Title**

The goods remain our property until the purchase price has been paid in full.

## **11. Product Safety, Intended Use and Care**

**11.1** Our products are protective equipment designed to reduce the risk of certain injuries when correctly selected, fitted, worn and maintained. No protective equipment can prevent all injuries. Please read and follow the user information, sizing and fitting instructions, warnings and care instructions supplied with each product before use.

**11.2** Product safety information required under Regulation (EU) 2023/988 (General Product Safety Regulation), including manufacturer details and warnings, is provided on the product, its packaging and/or the product page in the online shop.

**11.3** Care and storage recommendations: keep products away from open flames and ignition sources, avoid prolonged exposure to temperatures above 60°C or below –10°C, high humidity and prolonged compression. Following these recommendations preserves the protective performance of the products; they do not limit your statutory rights.

**11.4** If you experience a safety issue or accident involving one of our products, please inform us via the contact details in Clause 2.

## 12. Intellectual Property

All content of the online shop (trademarks including “XION”, texts, images, designs) is protected by intellectual property rights. Purchase of goods does not grant any licence beyond the intended use of the goods.

## 13. Data Protection

We process personal data in accordance with the EU General Data Protection Regulation (GDPR) and applicable data protection laws. Details are set out in our Privacy Policy at [xionpg.com/privacy-policy/](https://xionpg.com/privacy-policy/).

## 14. Dispute Resolution

**14.1** The European Commission’s Online Dispute Resolution (ODR) platform was discontinued on 20 July 2025 and is no longer available.

**14.2** We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG).

**14.3** We endeavour to resolve any disagreement directly with you; please contact our customer service first. ([sales@xionpg.com](mailto:sales@xionpg.com))

## 15. Governing Law and Jurisdiction

**15.1** These Terms and all contracts concluded under them are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

**15.2** This choice of law does not deprive you of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country in which you habitually reside (Art. 6(2) Rome I Regulation and corresponding conflict-of-law rules).

**15.3** Jurisdiction is determined by statutory provisions. Nothing in these Terms restricts your right to bring or defend proceedings in the courts of your place of residence where the law so provides.

## 16. Final Provisions

**16.1** Should individual provisions of these Terms be or become invalid, the validity of the remaining provisions remains unaffected. The invalid provision is replaced by the applicable statutory provisions.

**16.2** We may amend these Terms for future contracts at any time. The version applicable to your contract is the version in force at the time of your order, which is provided to you with the order confirmation.

## **Annex: Model Withdrawal Form**

*(Complete and return this form only if you wish to withdraw from the contract.)*

To: XION PG GmbH, Brammersoll 2, 24235 Stein, Germany, email: sales@xionpg.com

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*):

— Ordered on (\*)/received on (\*):

— Order number / invoice number

— Name of consumer(s):

— Address of consumer(s):

— Product(s) to withdraw:

— Signature of consumer(s) (only if this form is notified on paper):

— Date:

*(\*) Delete as appropriate.*