

## Terms & Conditions

Please read the terms and conditions carefully before using PeakPerformance.com (the “Website”). By using and shopping on our Website, you agree to accept the terms and conditions described below. As the terms and conditions may be updated from time to time (for example to reflect changes in technology, our business model, our system’s capabilities or relevant laws and regulatory requirements), we recommend that you check this page regularly to take notice of any changes we may have made in the terms and conditions.

### Ordering

The online store is open 24 hours a day. However, the store can be closed due to maintenance. For your convenience, we endeavour to execute such work in the night time.

In order to shop at PeakPerformance.com you must be at least 18 years of age and possess a valid credit card accepted by us. If you have not yet turned 18 years of age, you must also have the legal right to enter into the agreement.

**You have the right to inform us of your withdrawal of the purchase, without penalty and without justification, within 30 days as of the day following the delivery of the product.**

At the moment we can only fulfil your order if the delivery address is a home or office address in one of the countries listed under “We ship to”. Therefore, our site is only intended to be used by people resident in those listed countries. We do not ship to P.O. boxes.

We may decline an offer or cancel a purchase in any of the following situations, without being liable for any damages or costs. We will notify you by email in advance of any such action, to try and resolve the issue and will return any applicable payments made to us without deduction:

- Your payment information is incorrect or not verifiable;
- Your order may have been placed for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- There was an unintentional error on the Website; e.g. a payment error etc;
- We have reason to believe you are a minor under the age of 18;
- You are not a resident of one of the countries listed under “We ship to” or we could not deliver to the address provided by you

By placing an order on our Website, you are making an offer to us to purchase the products you have selected on these terms and conditions. We may or may not accept your offer at our discretion.

We can only accept offers that are made through our Website or by telephone via our Customer Service. We cannot accept orders made by e-mail, letters or fax.

***At what point in the ordering process are you bound by your order?***

The moment you click “Place order” and the receipt is displayed on your screen, you are bound by your offer, however, please see *"Returns, Cancellations and Complaints"*.

The receipt you receive is an automated acknowledgement that means we have received your submitted offer. However, the acknowledgement does not mean that we have accepted your offer, and we reserve an explicit right to decline your offer after you have received the automatic acknowledgement.

If we accept your offer, you will receive an e-mail from us confirming that we have accepted your order (order confirmation). The contract between you and us will be effective from the time that the order confirmation is sent.

If you made an error when placing your order, please contact our Customer Service Team who will be happy to assist you. However, please always make sure to review your offer before placing it. Before submitting, you have the possibility yourself to edit any information you have entered, such as the shipping or billing address or credit card information, or change or delete items in your shopping bag.

***Language of the contract***

The language of the contract is English.

***Access to the agreement***

We store all contracts made, including your offer and the order confirmation, and we recommend that you file these too, as subsequently the documents will not be accessible. However, please see *"Track your order and view history"*.

***Fraud screening***

In order to protect our customers and maintain the security of shopping online, we may run verification checks on the data you submit when you place an offer. These checks may include address and payment verification and screening your offer to prevent fraud.

## **Payment Methods**

We accept the following payment methods:

- MasterCard
- VISA
- Visa/Dankort
- Solo/Maestro (UK only)
- Paypal

Please note that we cannot accept any payment methods not specified above. If you try to pay by any other methods, we will not be liable for your loss of payment or any other damages caused by your action.

### ***Credit Card Verification Number***

To maintain your own security and prevent fraud, you will be asked to enter your Card Verification Number (CVV) when paying with credit card. You can find the 3 digit number on the back of your credit card. It generally appears to the right of your credit card number.

### ***Payment processing***

When your order and data have been verified and your ordered products leave our stock for shipping, the payment will be deducted from your account.

Please note that your billing address must be entered exactly as it appears on your bank statement.

## **Prices & VAT**

All prices on products, shipping charges and other services include value added tax (VAT).

The shipping charge is added per order. Please go to “Shipping Charges” for details concerning the charges for your specific country. We will always inform you of the total price, including all taxes, VAT and other costs such as fees and possible delivery costs.

The prices displayed on the Website are those that apply at the time of purchase. The prices may be subject to change without notice, but changes will not affect orders which we have accepted. We endeavour to avoid information errors, but please note that pricing errors, spelling errors and other errors or mistakes can occur from time to time. We will verify prices as part of our confirmation procedures. If the correct price is less than our stated price, the lesser amount will be charged to you. If the correct price is higher than the price stated on our Website, we will attempt to contact you. If we are unable to contact you, we will reject your offer and notify you by e-mail.

***Currency***

All displayed prices are quoted in the currency that refers to your country. If you want to change the country selection – please use the country selector link in the top of the web page. Your delivery address will decide which currency you will be charged in.

Please note that changing the country of delivery may have an influence on the price and the shipping costs.

You may pay in any of the currencies listed below:

- Danish Kroner (DKK)
- Euro (EUR)
- Norwegian Kroner (NOK)
- Swedish Kroner (SEK)
- Swiss Franc (CHF)
- UK Pound Sterling (GBP)

***Order security***

We utilise Security Socket Layer (SSL) technology, one of the most secure systems for ordering online that allows encryption of your information, such as your name and address, and critical sensitive information, such as credit card information. Your information will be encrypted from the moment you enter it, and your sensitive information will not be saved on a public server. That means that information passed between you and our Website cannot be read in the event someone else intercepts it. The SSL technology provides an authentication that assures your browser that your data is being sent to the correct secure computer server; an encryption that encodes all data, so only the secure server is able to read it; and a data integrity that checks that the transferred data has not been altered.

## Shipping & Delivery

### *We ship to:*

We currently ship to the following countries:

- Austria
- Belgium
- Denmark (excl. Faroe Islands and Greenland)
- Finland (excl. Aland Islands)
- France (excl. Guadeloupe, French Guiana, Martinique, Réunion, Mayotte, Monaco, Saint Pierre, Wallis and the Futuna Islands, and New Caledonia)
- Germany (excl. Island Helgoland, and area of Busingen)
- Italy (excl. Campione d'Italia, Livigno, San Marino and Vatican City)
- The Netherlands (excl. Aruba and the relevant territories of the (Dutch) Antilles)
- Norway
- Spain (excl. Canary Islands, Ceuta and Melilla)
- Sweden
- Switzerland
- United Kingdom (excl. Isle of Man, Jersey and Guernsey)

## Delivery Terms

Orders will be delivered Monday through Friday to the shipping address submitted when you placed your order. Please note, that we only ship to home or office addresses - not to P.O. boxes.

All deliveries must be signed upon receipt. However, it does not have to be you who sign it. Somebody from the same address (e.g. a family member, friend, receptionist etc.) or a neighbour can sign for the parcel.

Our courier will make at least two redelivery attempts. At each attempt our courier will leave you a card which provides you with details for redelivery and also collection, if possible. The courier will typically keep a parcel for up to 7 days before returning it to sender as undelivered. Note that our courier also may deliver to your neighbours, where appropriate.

### *Split delivery*

If your order consists of several items we reserve the right to split the delivery. This can happen if certain items are delayed or unavailable at the time of ordering. In the event of split delivery, you will be notified by an advice note which is included in the first delivery. You will not be charged for any additional shipping costs.

***Product inspection***

Please note that you bear the risk for the products you have ordered when the delivery is completed. If the packaging appears to be damaged, please do not accept the shipment.

Without prejudice to your statutory rights and remedies you have the responsibility of inspecting your products for any faults and, in the event, giving us notice of any complaints. In the case of defective products or inconformity with your order, you will have the choice of returning the defective product and we will refund you the purchase price and all shipping cost when our Customer Service Team has handled your return. You also have the right to keep the defective product and ask for a reduction of the price.

**Delivery Times**

Your ordered products will be delivered from Monday through Friday, and the exact delivery time depends on the country of delivery. At the moment, we only offer standard delivery.

An order that has been submitted on a Danish public holiday will be processed the next working day following the public holiday.

We will aim to deliver your order within the timeframes listed below. Please note that weekend days and public holidays are not considered working days, and that we use third party transporters, who may cause delays.

<b>Country</b>	<b>Delivery lead time (Working days)</b>
Austria	2-3 days
Belgium	1-2 days
Denmark	2-3 days
Finland	3-4 days
France	2-3 days
Germany	1-2 days
Italy	2-3 days
The Netherlands	2-3 days
Norway	4-7 days
Spain	3-4 days
Sweden	3-4 days
Switzerland	4-7 days
United Kingdom	2-3 days

## Shipping Charges

The cost of shipping is:

Country	Standard Shipping
Austria	EUR 6,95
Belgium	EUR 6,95
Denmark	DKK 59,00
Finland	EUR 6,95
France	EUR 5,95
Germany	EUR 3,95
Italy	EUR 6,95
The Netherlands	EUR 6,95
Norway	NOK 370,00
Spain	EUR 6,95
Sweden	SEK 69,00
Switzerland	CHF 65,00
United Kingdom	GBP 5,95

### *Free delivery*

We offer free standard delivery for countries within EU if your purchase exceeds the following threshold is:

Country	Threshold for Free Shipping
Austria	EUR 130,00
Belgium	EUR 130,00
Denmark	DKK 1000,00
Finland	EUR 130,00
France	EUR 130,00
Germany	EUR 130,00
Italy	EUR 130,00
The Netherlands	EUR 130,00
Spain	EUR 130,00
Sweden	SEK 1000,00
United Kingdom	GBP 120,00

From time to time we also offer free or reduced shipping on specific items or collections. Check out our current campaigns on the Website, in our newsletters, or sign up to become a Peak Performance member and be the first to know.

### ***Track your order and view history***

When you have a “My Account” at PeakPerformance.com, you can track your orders by visiting “My Account” and clicking “View my orders”. There you can view your past orders or view the status of your current order. If you want to know more about how a “My Account”, please click on My Account.

If you don't have a “My Account”, please contact our Customer Service Team who will do their best to inform you about your order status.

## **Returns, Cancellations and Complaints**

### **Cancelling orders before delivery**

If you wish to cancel an order before delivery, please contact our Customer Service Team who will do their best to fulfil your request (please see the contact details below). However, we cannot promise that they will be able to cancel the delivery if you have already received an e-mail confirmation stating that your order has already been shipped. In such an event, please see "Returning orders after delivery".

### **Cancelling and Returning orders after delivery**

**Are you not completely satisfied with your purchase, you have the option of cancelling your order within 30 calendar days after you have received them, provided that:**

- **the products are both un-used and unwashed; however, you are of course allowed to try on the products to see if they fit you - please ensure that you are not wearing perfume / aftershave or a deodorant which may leave a scent or marks on the item,**
- **the products are in essentially the same state and quantity in which you received them.**

### ***The right of withdrawal***

**If you are a private individual and not purchasing products on behalf of a business, you may cancel/withdraw your order at any time by informing our Customer Service Team (please see the contact details below) thereof within 30 days from the day after you receive the products. In this case, you will receive a refund of the price paid for the products. Please see "*Refund information*".**

### ***The right of withdrawal period***

**The 30 days time-limit is calculated from the day you receive the product or the first delivery.**

**We will provide you with information about the right to withdraw and about the product. The right to withdraw is in force when you have entered into the agreement and we have provided you with the above-mentioned information**

**in writing (e.g. on paper or by e-mail). If the information is imperfect, the period for withdrawal expires at the latest 3 months from the day you received the product. If, however, the information is rectified during this period, you have a right of withdrawal during the 30-day period from the date you received the rectified information.**

**For customers subject to German law and the period for withdrawal will not expire if the information mentioned above is imperfect and not rectified.**

**Provided that you also received the mentioned information, your right of withdrawal will expire 30 days after the day of receipt. If the time-limit expires on a, Saturday, a Sunday, or a holiday in your country, you may wait till the following working day.**

*How do you exercise your right of withdrawal?*

**Before the expiry of the 30-days withdrawal period, you must inform our Customer Service of the withdrawal with a notice sent on paper or another durable medium to which the recipient has access, e.g. by sending us an email. In addition, you must return or give back the product to us within a reasonable time from sending the notice, but no later than before the expiry of the 30-day period.**

**You can also exercise your right of withdrawal if, before the expiry of the 30-day period, you hand over the product to the postal services or another operator who has taken on the task of forwarding the product to us.**

**You may also exercise your right of withdrawal by abstaining from receiving the product or by abstaining from collecting it at the post office etc.**

**You will be reimbursed with the purchase price and shipping costs and in addition to the return costs. The return costs will, however, not be reimbursed to you, if the product is returned by ordinary postal service.**

**If, by agreement, we have delivered a replacement product because the product in general could not be delivered, the cost of returning the product falls on us.**

***How do I return the products?***

We offer two options for returning product:

**Free Return pick-up service within EU:**

We believe that in order to have the best possible online shopping experience, the return process should be as simple and convenient as possible. So if for whatever reason you're not happy with your purchase, please call Customer Service, who will be happy to assist you and schedule a convenient time and place for pick-up. This service is free of charge for our customers within EU.

Customers outside the EU are welcome to use our return pick-up service. However we will charge a fee corresponding to the return shipping costs and any export duty:

<b>Country</b>	<b>Return fee</b>
Norway	NOK 160,00
Switzerland	CHF 30,00

Please hand over the parcel within 30 days and ship it to the address:

Peak Performance  
c/o GSI Commerce  
Gateway 22  
Drury Lane  
Chadderton  
Oldham, OL9 7PH  
United Kingdom

**Return through postal courier:**

You also have the option to arrange a return shipment yourself through any postal courier. In that case you will be responsible for the full cost of returning the parcel and the products are your responsibility until they reach our Warehouse. In order to process your return as quickly as possible, please help us by filling out the return form found in the bottom of the Advice Note enclosed with your order and ensure that it is included in the returning parcel.

Please hand over the parcel to your chosen operator within 30 days and ship it to the address:

Peak Performance  
c/o GSI Commerce  
Gateway 22  
Drury Lane  
Chadderton  
Oldham, OL9 7PH  
United Kingdom

To secure proof of your cancellation we recommend that you always send it by an insured service and save the receipt from the courier of the fact that you have handed over the parcel.

Once we have received the product, and this is found to fulfil the requirements for return of the product, we will issue your refund to you. This will be done as soon as possible and no later than 30 days from receipt of the goods.

You can also find the details of your rights and an explanation of how to exercise them in the order confirmation.

***Returning defective products***

When we ship your products, we do our best to make sure that the products are top quality and in perfect condition. In the case of defective products or inconformity with your order, you will have the choice of returning the defective product and we will refund you the purchase price and all shipping cost when our Customer Service Team has handled your return. You may also choose to keep the product and ask for a price reduction.

The claim shall be made when you discover the defect. Any notice given within a period of two months after you discovered the defect is deemed a timely notice, but in certain cases a longer period may apply under applicable law. Please contact our Customer Service Team, see contact details below, who will arrange for the product to be collected by our courier. If you wish to place another order, our Customer Service Team will be happy to assist you.

For customers subject to Swedish law you have the right to return the product within 36 months.

For customers subject to French law the following applies:

- the warranty against any hidden defects of the goods sold, which applies for two years following the discovery of the defect,
- the warranty of conformity of the Civil Code, which enables you to require that the product delivered be the same as the product ordered, and which applies for five years from the date of delivery of the product; and

- the warranty of conformity of the Consumer Code, which applies for two years from the delivery of the product.

Please note that any such claim requires that you have not used the products inappropriately and that the product is not defective due to your conduct.

#### ***Incorrect Items***

Occasionally the wrong item may get sent out. If this has happened to you, we sincerely apologize.

Please contact our Customer Service Team who will be able to re-order the correct item for you and arrange for the incorrect product to be collected by our courier.

#### **Refund information**

After we receive and process your order you will be issued with the appropriate refund. We aim to process a refund within 3 days of receiving your parcel, and send you an e-mail to let you know we have received and processed it. After you have received the e-mail, please allow another 5-10 working days for the refund to be credited to your account. The amount of time this takes will depend on which bank or card issuer you have. Unfortunately this delay is outside of our control. You can expect a refund in the same form of payment originally used for purchase. In the event that we are unable to refund your credit card we will contact you to arrange an alternative means of refunding your order.

#### **Contact Customer Service**

Do you have any questions, comments or complains related to your purchase please contact our Customer Service Team. For your own convenience visit the Contact Us page and submit your query.

To contact our Customer Service Team by phone on the following toll-free numbers:

<b>Country</b>	<b>Customer Service no.</b>
Austria	800 293 701
Belgium	800 75859
Denmark	8088 4822
Finland	800 919 809
France	800 913 103
Germany	800 1830783
Holland	8000 226747
Italy	800 789 502
Norway	800 14328
Spain	900 934458
Switzerland	800 838249
Sweden	2079 9517
UK	0800 0157385

To send a letter to our Customer Service Team:

Peak Performance  
c/o GSI Commerce, Unit 26 Broadgate, Oldham Broadway Business Park,  
Chadderton, Manchester OL9 9XA, United Kingdom

### **Company Details**

PeakPerformance.com is the official online store for Peak Performance. Peak Performance forms part of the IC Companys Group and PeakPerformance.com is operated under the laws of Denmark by the parent company IC Companys A/S (hereafter “we”). IC Companys A/S is a Danish listed group formed in 2001 by the merger of Carli Gry International A/S and InWear Group A/S, with the registered address:

IC Companys A/S  
Raffinaderivej 10  
DK-2300 Copenhagen S  
Denmark  
Tel.: +45 32 66 77 88  
E-mail: [hq@iccompanys.com](mailto:hq@iccompanys.com)  
[www.iccompanys.com](http://www.iccompanys.com)

Company No: 62 81 64 14

***Availability & Offer Validity***

We endeavour to have all offered items in stock. In the event that ordered items are out of stock, we reserve the right not to accept your offer. You will be informed by e-mail and any payments will be refunded if the payment was already processed.

The prices and offers displayed on the Website are valid at the time they occur, unless other specific terms are stated on the Website. Pricing errors, spelling errors and other errors or mistakes can occur. We will verify prices as part of our confirmation procedures. If the correct price is less than our stated price, the lesser amount will be charged to you. If the correct price is higher than the price stated on our Website, we will attempt to contact you. If we are unable to contact you, we will reject your offer and notify you by e-mail.

***Copyright & Trademarks***

All contents included on the Website, such as, but not limited to, design, text, graphics, logos, video and audio clips, images, button icons and the compilation thereof, software compilations, source coding and software, are the property of Peak Performance, IC Companys A/S or our suppliers. The contents are protected by Danish and international copyright laws. Peak Performance, IC Companys A/S or our content suppliers own the copyright to the abovementioned. The contents of the Website may only be copied for your own private use. Any other use of the information and material on the Website, such as reproduction, modification, distribution, transmission, republication, display or performance is strictly prohibited. You may therefore not - besides your own private use - copy, display, download, distribute, alter, modify, reproduce, republish or rephrase information, text, documents or other material from the Website or any other part of the Website without the explicit consent from Peak Performance, IC Companys A/S or our suppliers. Brand names, product names, logos and titles that appear on the Website are trademarks or trade names and are property of Peak Performance, IC Companys A/S or our suppliers. Any reproduction of such trademarks or trade names constitutes an infringement of the owner's rights and is strictly prohibited, unless it is for your own private use.

***Disclaimer of Liability***

We are only liable for damages when such damages result from our breach of contractual obligations towards you, or in the event our liability follows from applicable statutory law.

If any activities on PeakPerformance.com have caused you damage, we shall only be liable for damage to the Peak Performance products, reasonable and verifiable costs incurred by you to find out the cause and amount of damages as a result of our breach of contract or liability under applicable statutory law; and reasonable and verifiable cost to prevent and diminish such damages.

We shall not be liable for any damages incurred by a third party resulting from use of our products. Neither shall we be liable for your improper use of any of our

products. To the fullest extent permitted by law, we shall not be liable for any damages resulting from incorrect information on the Website.

The limitations mentioned above shall not apply in the event you suffer damages resulting from our gross negligence or wilful misconduct.

We guard and respect our customers' personal data and safety, although we cannot totally guarantee the security of information and payments transmitted online. To the fullest extent permitted by law, we shall not be liable for damages suffered as a result of the use of electronic means of interactions, such as, but not limited to, damages resulting from errors or delays in delivery of communication, interception or manipulation by third parties or by computer programs and transmission of viruses.

#### ***Information on the Website***

We make a great effort to avoid errors on the Website, but information, text, images, graphics, video and audio clips and other website services may temporarily contain errors, be incomplete or incorrect. In such events - to the fullest extent permitted by law - we cannot be held liable for damages resulting hereof, unless such damage is the result of our gross negligence or wilful misconduct.

#### ***Links***

We shall not be liable for any use of or any content of internet sites that this Website provides links to. Neither shall we be liable for use or content of any websites from which are linked to this Website.

#### ***Applicable Law***

Without limiting your rights as a consumer under the laws of your country, these terms and conditions as well as all disputes or claims arising hereof and of using or shopping on the Website shall be governed by the laws of Denmark.

#### ***Our right to vary these terms and conditions***

We reserve the right to revise and amend these terms and conditions from time to time.

Your order will be subject to the policies and terms and conditions in force at the time when you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you). If we change these policies or these terms and conditions after you have placed your offer, but before we send you the order confirmation, we will notify you of this. If you do not inform us that you can accept these new policies or these terms and conditions within seven working days, we will cancel your offer and notify you by e-mail.