

REGISTRATION FORM

In order to successfully register, please fill in all the fields provided and send the completed form to support@membership.com. Access data will be sent to you as soon as possible. There is a free trial period for the first 30 days, after which, unless you cancel, the use of Membership is charged 57 EUR per month, per club, through Direct Debit payment method.

Basic information

Company:

Abbreviation:

Company form:

Owner/First and Last name:

Person in charge:

Person in charge function:

Address

Address:

Postal code:

City:

Country:

Contact

Email:

Phone number:

Tax information:

Tax number:

UST - ID number:

Bank information

Bank name:

Account owner:

Account owner address:

Account owner postal code:

Account owner city:

Account owner country:

Account number:

IBAN:

Bic:

BLZ:

We accept the General Terms and Conditions of Membership.

We accept the associated price list.

TERMS AND CONDITIONS

Scope of Application

These General Terms and Conditions apply to the present business relationship between MemberShip and the contractual partner, as well as to all information provided in brochures, price lists, advertisements, etc., regardless of whether such information was provided orally, in writing, or through the internet. Changes to a completed contract require written form. Deviating terms and conditions are not recognized. By placing an order, the contractual partner accepts the applicability of these conditions. These conditions do not apply if the contractual partner does not purchase the products directly from MemberShip and do not serve as a contractual basis for a business relationship that involves the resale of the products or intermediary trade.

Offers/Conclusion of Contract/Product Changes

Offers are made exclusively in writing. If there are no indications regarding the validity of the offer, the offer is valid for a period of 10 days. Characteristics of the products that can be expected based on public statements by MemberShip are only part of the agreed-upon quality if they are reproduced in writing in an offer or an order confirmation. Guarantees are only binding for MemberShip if and to the extent that they are designated as such in an offer or order confirmation and the obligations of MemberShip from the guarantee are specified in detail therein. Orders may be placed orally, in writing, through the internet, by email, telephone, or fax. Order confirmations and agreements must be reviewed, and any deviations must be reported to MemberShip in writing immediately, as ultimately, the content of the order confirmation and the agreement is considered binding. MemberShip reserves the right to change products at any time, provided that the modified products do not have lower functionality and performance.

Prices and Payment Conditions

MemberShip reserves the right to adjust prices in the event of changes in exchange rates, customs duties, taxes, freight and insurance costs, acquisition costs (e.g. for components and services) with effect for future transactions. If the statutory value-added tax changes, all fees change accordingly. Unless otherwise agreed, payments are made in advance. In the event of payment delays, MemberShip reserves the right to withhold deliveries and/or services until full payment is made and to demand default interest at the statutory interest rate. If the buyer is more than 90 days late with payment in the case of monthly installments, MemberShip can immediately calculate the entire purchase price.

Claims for Defects

If the products do not have the agreed-upon quality at the time of transfer of risk, MemberShip is entitled, at its discretion, to remedy the defect or provide a replacement delivery. For this purpose, we are entitled to inspect the products at your or our premises at our discretion. In the event of defect remediation/replacement delivery, MemberShip acquires ownership of the removed/replaced components/devices. Claims for defects expire after twelve months from delivery, unless MemberShip has fraudulently concealed the defect. Defects do not include, in particular, defects caused by faulty installation by the contractual partner or a third party commissioned by the contractual partner, operating errors, interference with or modification of the products by the contractual partner or an unauthorized third party, or external impact on the products.

Services

Services are provided by MemberShip or commissioned service partners. Response times are approximately agreed and may vary on a case-by-case basis. Agreed-upon response times do not apply to spare parts/components. Services may be provided on-site, by phone, or via the internet. In the event of replacement of components/devices, MemberShip acquires ownership with the replacement.

TERMS AND CONDITIONS

Liability

The liability of MemberShip, including its legal representatives and vicarious agents, for damages based on an intentional or grossly negligent breach of duty is unlimited. For damages based on simple negligence, MemberShip is only liable in case of violation of essential contractual obligations and limited to the contract-typical, foreseeable damage. The above limitations of liability do not apply in the case of injury to life, limb and health, fraudulent concealment of defects, assumption of a guarantee and claims under the Product Liability Act.

Data protection

MemberShip processes personal data of the contract partner only within the framework of legal regulations and only insofar as this is necessary for the implementation of the contractual relationship and for the fulfilment of legal obligations. MemberShip will treat the data confidentially and will not pass it on to third parties, unless this is necessary for the fulfilment of the contractual relationship or for the fulfilment of legal obligations.

Final provisions

Changes or additions to these General Terms and Conditions must be made in writing. Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The invalid provisions shall be replaced by the respective statutory provisions. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is the registered office of MemberShip, insofar as the contractual partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law.