

Terms and Conditions

ShaftSaverPro

Article 1. Definitions

1.1. In these terms and conditions, the terms written with an initial capital letter shall have the following meanings, unless expressly stated otherwise or the context requires otherwise:

Business: the natural person acting in the exercise of a profession or business, or the legal entity acting in the exercise of its business activities;

Consumer: the natural person not acting in the exercise of a profession or business;

Customer: the Business or Consumer that has entered into an Agreement with ShaftSaverPro or wishes to do so;

Agreement: the agreement between ShaftSaverPro and the Customer regarding the purchase and delivery of the Product;

Parties: the Customer and ShaftSaverPro;

Product: the product named “ShaftSaverPro” offered by ShaftSaverPro or delivered by ShaftSaverPro under the Agreement;

In Writing: in writing, by e-mail or through electronic communication, including WhatsApp messages;

ShaftSaverPro: the user of these terms and conditions: ShaftSaverPro, established at De Balken 3, 3823 VE Amersfoort, the Netherlands, registered with the Dutch Chamber of Commerce under Chamber of Commerce number 32129015 and VAT number NL001951036B77;

Website: the website <https://shaftsaverpro.com/> on which ShaftSaverPro offers the Product and where the Customer can place an order.

1.2. Unless the context requires otherwise, defined terms in the singular shall include the plural and vice versa.

Article 2. General

2.1. These terms and conditions apply to every offer made by ShaftSaverPro, to all Agreements and to all other legal acts between the Parties.

2.2. Deviations from these terms and conditions shall only be valid if expressly agreed with ShaftSaverPro In Writing.

2.3. Any general (purchase) terms and conditions of the Customer, being a Business, are expressly rejected, unless ShaftSaverPro has expressly agreed In Writing to the applicability of the Customer’s general (purchase) terms and conditions.

2.4. If ShaftSaverPro has expressly agreed to the applicability of the Customer’s general (purchase) terms and conditions, such terms and conditions of the Customer shall apply in addition to these terms and conditions of ShaftSaverPro. In the event of any deviation or conflict between the

Customer's general (purchase) terms and conditions and these terms and conditions of ShaftSaverPro, the provisions of these terms and conditions of ShaftSaverPro shall prevail.

2.5. If one or more provisions of these terms and conditions are or become void, invalid or unenforceable, the remaining provisions shall remain fully valid and enforceable. The void, invalid or unenforceable provision shall be deemed to be replaced by a valid and enforceable provision that, as far as legally possible, corresponds with the purpose and intent of the original provision.

2.6. If ShaftSaverPro does not always require strict compliance with these terms and conditions, this shall not mean that the provisions thereof do not apply or that ShaftSaverPro waives the right to require strict compliance with the provisions of these terms and conditions in other cases.

2.7. If these terms and conditions have once applied to an Agreement, the Customer shall be deemed to have agreed in advance to the applicability of these terms and conditions to subsequently concluded Agreements. If a follow-up order is placed with ShaftSaverPro after the first Agreement, a continuing business relationship between the Parties shall be deemed to exist.

2.8. ShaftSaverPro reserves the right to amend these terms and conditions. The applicable version shall always be the version in force at the time the Agreement is concluded.

Article 3. Offers and Prices

3.1. Every offer made by ShaftSaverPro is non-binding.

3.2. Mistakes or errors, including typographical errors in prices on the Website, shall not be binding on ShaftSaverPro.

3.3. The prices stated on the Website for the Products are in euros and include VAT.

3.4. Prices do not automatically apply to future Agreements. ShaftSaverPro is entitled to adjust its prices from time to time.

Article 4. Formation of the Agreement

4.1. The Agreement is concluded at the moment the Customer:

- a.** has successfully completed the ordering process via the Website; or
- b.** has placed an order by e-mail, by telephone or via a WhatsApp message and ShaftSaverPro has accepted that order.

4.2. After the Agreement has been concluded via the Website, a confirmation shall be sent to the Customer by e-mail.

Article 5. Account

5.1. If an account can be created on the Website, the provisions set out in this article shall apply, without prejudice to the applicability of the other provisions of these terms and conditions.

5.2. Creating an account is not required to place an order.

5.3. The Customer is at all times responsible for their account on the Website and login credentials. The Customer must keep their login credentials confidential. ShaftSaverPro shall not be liable if an unauthorised third party uses the Customer's login credentials. If the Customer becomes aware that

an unauthorised third party is using their account, the Customer must change their password as soon as possible and contact ShaftSaverPro.

Article 6. Product, Purpose, Rules and Use

6.1. The Product is an accessory intended solely to reduce wear on the shaft at the specific location where the shaft comes into contact with the golf bag while carrying or moving the golf bag. The Product only protects the section of the shaft on which it is mounted and does not protect the entire shaft. The Product is not a safety product and does not guarantee that damage will be fully prevented.

6.2. The Product has been classified by The R&A as non-conforming under the Rules of Golf. The Product must therefore not be used during official competitions or during rounds played under the Rules of Golf, including handicap qualifying rounds. ShaftSaverPro accepts no liability for any consequences resulting from use of the Product in breach of those rules.

Article 7. Installation and Use

The Product must be installed on the shaft in such a way that, when the golf bag is carried or moved, the Product is positioned between the shaft and the golf bag. Before installation, the shaft must be clean and free from grease. In golf bags with compartments of different heights, the golf club to which the Product is attached must always be placed in the same compartment. Before each use, the Customer must check whether the Product is still in the correct position. Installation and usage instructions are published on the Website. The Customer is responsible for consulting the most up-to-date instructions. The Product must be attached using the supplied double-sided tape.

Article 8. Wear and Replacement

The Product is subject to wear and tear. The protective layer has a thickness of approximately 1.5 mm at its thickest point. Once the Product has visibly worn down to approximately 1 mm, it is the Customer's responsibility to replace the Product in order to prevent damage to the shaft. Such normal wear and tear is an inherent characteristic of the Product and does not constitute non-conformity.

Article 9. Bag and Material Contact

Both a shaft and the Product may cause wear to the golf bag as a result of contact and friction. Such wear shall be regarded as a normal consequence of use. ShaftSaverPro shall not be liable for damage to or wear of the golf bag.

Article 10. Payment and Invoice

10.1. The various payment options for orders placed through the Website are clearly stated on the Website.

10.2. The invoice shall be sent to the Customer by e-mail.

10.3. If the order has not been placed through the Website, the invoice shall be issued without delay after the order has been placed and payment must be made within 14 days of the invoice date. In such case, delivery shall take place after receipt of payment, unless the Parties have agreed otherwise.

10.4. If the Customer fails to pay within the payment term, the Customer shall be in default immediately. A Customer being a Business shall owe interest of 2% per month on the due and payable amount from the moment of default, whereby part of a month shall be deemed to be a full month, unless the statutory commercial interest for commercial transactions is higher. In that case, the statutory commercial interest for commercial transactions shall be charged to the Customer being a Business. A Customer being a Consumer shall owe the statutory interest for consumer transactions on the due and payable amount from the moment of default. In addition, all collection costs, both judicial and extrajudicial, shall be borne by the Customer. For a Customer being a Business, the extrajudicial collection costs shall be fixed at 15% of the principal amount, with a minimum of €150. For a Customer being a Consumer, the extrajudicial collection costs shall be determined in accordance with the Dutch Debt Collection Costs Act (Wet Incassokosten).

10.5. In the event of liquidation of the Customer's business, an application for the Customer's bankruptcy, the Customer applying for suspension of payments, or attachment being levied against the Customer's assets, all claims of ShaftSaverPro against the Customer shall become immediately due and payable.

10.6. Payments made by the Customer shall first be applied to settle all due costs and interest and subsequently to settle the longest outstanding invoice, even if the Customer states that the payment relates to a later invoice.

10.7. Any objection regarding the invoice must, under penalty of forfeiture of rights, be submitted In Writing and with reasons within 10 days of the invoice date. Such objection shall not suspend the payment obligation.

Article 11. Shipping Costs and Delivery

11.1. If, considering the amount of the order, shipping costs are charged to the Customer, the Customer shall be informed of the amount of the shipping costs before or upon conclusion of the Agreement.

11.2. The order shall be shipped to the delivery address provided by the Customer.

11.3. If there are no access roads, no suitable access roads or no properly passable access roads to the Customer's address, for example because the address can only be reached by boat or via a footpath, the Customer must provide, when placing the order, a delivery address that is suitable and can be reached via properly passable access roads.

11.4. The delivery time stated on the Website is indicative. Exceeding a communicated delivery time shall not entitle the Customer to compensation or any other form of reimbursement.

11.5. If the Customer is required to pay in advance, the delivery period shall commence after ShaftSaverPro has received the invoice amount from the Customer.

11.6. The risk of the Product shall transfer to the Customer being a Consumer at the moment the Product has been delivered to the Customer. The risk of the Product shall transfer to the Customer being a Business at the moment the carrier has unloaded the order at the delivery address.

Article 12. Right of Withdrawal for the Customer being a Consumer

12.1. The Customer being a Consumer is entitled to withdraw from the Agreement during a cooling-off period of up to 14 days, without stating any reasons.

12.2. If the Customer wishes to exercise the right of withdrawal, the Customer must expressly notify ShaftSaverPro within 14 days after receipt of the complete order, for example by completing and submitting the online return form.

12.3. If the Customer informs ShaftSaverPro by e-mail or by submitting the online return form that they are exercising their right of withdrawal, ShaftSaverPro shall send the Customer an acknowledgement of receipt by e-mail after receiving such notification.

12.4. After the Customer has given the notification as described in Article 12.2, the Customer must return the Product to ShaftSaverPro within 14 days after such notification. The Product should preferably be returned in its original packaging.

12.5. The shipping costs for returning the Product shall be borne by the Customer. These shipping costs are estimated at a maximum of €10.

12.6. The Customer may also return the Product to ShaftSaverPro within the cooling-off period as described in Article 12.1, without first notifying ShaftSaverPro that they are exercising the right of withdrawal. In such case, the Customer must include with the return shipment a statement showing that the Customer is exercising the right of withdrawal.

12.7. If the Customer exercises the right of withdrawal, the Customer must return the Product to:

ShaftSaverPro
De Balken 3
3823 VE Amersfoort
The Netherlands

12.8. If the Customer exercises the right of withdrawal, the Product must be handled with due care during the cooling-off period. The Customer may only inspect and use the Product to the extent necessary to determine the nature and characteristics of the Product. The principle is that the Customer may only inspect the Product as would be permitted in a physical store.

12.9. The Customer shall be liable for any reduction in value of the Product resulting from handling of the Product beyond what is permitted under Article 12.8. Such reduction in value shall be deducted from the amount refunded in accordance with Article 12.10.

12.10. In the event of withdrawal as described in this Article, ShaftSaverPro shall reimburse the paid purchase price and, where applicable, the paid shipping costs for shipment to the Customer within 14 days after the Customer has exercised the right of withdrawal, provided that the Customer has fully complied with the obligations arising from this Article. The paid shipping costs for shipment to the Customer shall not be refunded if the Customer keeps part of the order.

12.11. ShaftSaverPro may withhold reimbursement until ShaftSaverPro has received the Product back, or until the Customer has demonstrated that the Customer has returned the Product, whichever occurs first.

12.12. ShaftSaverPro shall reimburse the Customer using the same payment method used by the Customer for the original transaction, unless the Customer has expressly agreed to another payment method. No costs shall be charged for the reimbursement.

Article 13. Cancellation by the Customer being a Business

13.1. The right of withdrawal described in Article 12 expressly does not apply to the Customer being a Business.

13.2. Before ShaftSaverPro has shipped the order, the Customer being a Business may cancel the Agreement free of charge.

13.3. Cancellation by the Customer being a Business after ShaftSaverPro has shipped the order is not possible. If the Customer does not accept the Products after ShaftSaverPro has shipped the order, the Customer shall remain liable for the full price of the order and no refund shall be made.

Article 14. Responsibilities of the Customer

14.1. The Customer shall ensure that all information which ShaftSaverPro indicates is necessary, or which the Customer should reasonably understand to be necessary for the performance of the Agreement, is provided to ShaftSaverPro in a timely manner.

14.2. If the information provided by the Customer is incomplete and/or incorrect, this shall be entirely at the Customer's expense and risk.

14.3. The Customer is responsible for observing the installation and usage instructions for the Product.

Article 15. Inspection, Conformity and Complaints

15.1. The Customer must inspect the Products immediately upon delivery to verify:

- a.** whether the correct quantity of Products has been delivered; and
- b.** whether there is any visible (transport) damage to the Products.

15.2. If the correct quantity has not been delivered or if there is visible (transport) damage, the Customer must notify ShaftSaverPro thereof In Writing as soon as possible and in any event within 10 days after delivery. If ShaftSaverPro has not received such notification, the order shall be deemed to have been delivered correctly and without visible (transport) damage.

15.3. ShaftSaverPro warrants that the Product complies with the Agreement, the specifications stated in the offer and the reasonable requirements of soundness and usability.

15.4. A complaint regarding the Product shall not be handled further free of charge, there shall be no attributable failure on the part of ShaftSaverPro, and ShaftSaverPro shall not be liable if damage has arisen as a result of:

- a. incorrect, incomplete or faulty installation of the Product;
- b. failure to follow the installation or usage instructions;
- c. use of the Product for purposes other than those for which the Product is intended;
- d. use under abnormal or extreme circumstances, including high temperatures;
- e. incorrect placement of golf clubs in the golf bag or changing the compartments used;
- f. use in combination with other accessories or materials;
- g. normal wear and tear of the Product, the shaft or the golf bag;
- h. installation of the Product other than with the supplied double-sided tape.

Article 16. Retention of Title

16.1. The provisions set out in this Article apply to the Customer being a Business.

16.2. All delivered and yet to be delivered Products shall remain the exclusive property of ShaftSaverPro until the Customer has fully paid all claims referred to in Section 3:92 paragraph 2 of the Dutch Civil Code.

16.3. Prior to the transfer of ownership referred to above, the Customer is not authorised to sell, deliver or otherwise dispose of the Products, except in accordance with its normal business operations and the normal intended use of the Products.

16.4. The Customer is obliged to store the Products delivered under retention of title with due care.

16.5. ShaftSaverPro has the right to inspect, or arrange for the inspection of, the Products at any time. The Customer undertakes to cooperate with such inspection for as long as the Customer has not fully complied with its payment obligations.

16.6. If a third party attaches the Products delivered under retention of title or seeks to establish rights in respect of those Products, the Customer is obliged to notify ShaftSaverPro thereof immediately.

16.7. The Customer is obliged to immediately inform ShaftSaverPro In Writing if the Customer is experiencing payment difficulties, if the Customer's bankruptcy has been applied for, or if the Customer has applied for suspension of payments.

16.8. In the event of attachment, suspension of payments or bankruptcy, the Customer shall immediately inform the attaching party, the administrator or the trustee of ShaftSaverPro's ownership rights.

16.9. The Customer shall provide full cooperation if ShaftSaverPro invokes the retention of title and shall inform ShaftSaverPro of the location(s) where the Products are located.

16.10. All costs incurred by ShaftSaverPro in claiming and taking back the Products shall be borne by the Customer.

16.11. In the event that ShaftSaverPro wishes to exercise its ownership rights referred to in this Article, the Customer hereby grants ShaftSaverPro and third parties designated by ShaftSaverPro prior, unconditional and irrevocable permission to enter all places where ShaftSaverPro's property is located and to repossess those Products.

16.12. ShaftSaverPro shall not be liable for any damage suffered by the Customer as a result of ShaftSaverPro invoking the retention of title and repossessing the delivered Products.

16.13. The provisions set out in this Article are without prejudice to any other rights available to ShaftSaverPro.

Article 17. Liability and Limitation Period

17.1. ShaftSaverPro cannot be held liable to compensate any damage that is a direct or indirect consequence of:

- a.** an event that is in fact beyond its control and therefore cannot be attributed to its acts and/or omissions, including as described in Article 18;
- b.** any act or omission by the Customer or an employee of the Customer.

17.2. Under all circumstances, the Customer is responsible for the accuracy and completeness of the information provided by the Customer. ShaftSaverPro shall never be liable for any damage caused, in whole or in part, by incorrect and/or incomplete information provided by the Customer.

17.3. ShaftSaverPro is in no way responsible for dangerous situations or accidents involving or caused by the use of the Product. ShaftSaverPro shall not be liable for damage, such as personal injury, death, material damage or damage to third parties, resulting from the use of the Product or from playing golf, unless the damage concerns product liability for which ShaftSaverPro is liable by law and which cannot be limited or excluded. The use of the Product is entirely at the Customer's own risk.

17.4. If the Product has been purchased from a reseller, such as a retail store, and the Product has not been correctly installed by the reseller, ShaftSaverPro shall not be liable for any resulting damage. In such case, the relevant reseller may be held liable and not ShaftSaverPro.

17.5. ShaftSaverPro is not responsible for any consequences if, due to the use of the Product, the Customer or another user of the Product is disqualified and cannot participate or continue participating in a competition.

17.6. ShaftSaverPro shall not be liable for damage resulting from cybercrime.

17.7. ShaftSaverPro shall not be liable for indirect damage, including but not limited to consequential damage, loss of profit, loss of turnover, loss of income, lost savings, lost playing time, reputational damage, emotional damage, business losses, depreciation of golf clubs or golf bags, labour costs and imposed fines.

17.8. If ShaftSaverPro is liable for any damage, ShaftSaverPro's liability shall, insofar as this is not contrary to any mandatory statutory provision, be limited to the amount paid by the Customer for the relevant Product to which the liability relates.

17.9. Any claim for damages by a Customer being a Business shall lapse 6 months after performance of the Agreement. Any claim for damages by a Customer being a Consumer shall lapse 1 year after the commencement of the day following the day on which the Customer became aware of the damage.

Article 18. Force Majeure

18.1. ShaftSaverPro shall not be obliged to fulfil any obligation towards the Customer if ShaftSaverPro is prevented from doing so as a result of a circumstance that is not attributable to its fault and for which it is not responsible under the law, a legal act or generally accepted standards. Force majeure shall include, among other things: strikes; theft; business interruptions; blockades; boycotts; extreme or severe weather conditions; natural disasters; floods; riots; terrorism; wars or threats of war; transport delays; disruptions at the factory where the Product is manufactured or other production delays; fire; export and import restrictions; shortages of raw materials or shortages in the market for other goods; power outages; epidemics; pandemics; quarantine obligations; government measures that make delivery wholly or partly impossible or more difficult; cybercrime.

18.2. If the performance of the Agreement is delayed due to a force majeure situation, ShaftSaverPro shall inform the Customer thereof and the delivery period shall be extended by the period during which the Agreement is delayed as a result of force majeure.

Article 19. Suspension and Termination

19.1. ShaftSaverPro is entitled to suspend the performance of the Agreement with immediate effect, without being liable for any compensation to the Customer, if:

- a.** after the conclusion of the Agreement, circumstances have come to the attention of ShaftSaverPro that give good reason to fear that the Customer will not fulfil its obligations;
- b.** the Customer fails to fulfil its payment or other obligations.

19.2. ShaftSaverPro is entitled to terminate the Agreement, in whole or in part, by means of a statement In Writing, without court intervention and without being liable for compensation, if:

- a.** the Customer fails to fulfil its payment or other obligations under the Agreement, or fails to do so in full, and the Customer has failed to respond to a notice of default. Such notice of default may be omitted if performance is permanently impossible;
- b.** the Customer applies for suspension of payments or such suspension is granted to the Customer, if the Customer is declared bankrupt or a bankruptcy petition is filed, if the Customer is unable to pay its debts, proceeds to discontinue or liquidate its business, is placed under guardianship, or if an administrator is appointed.

Article 20. Intellectual Property Rights

20.1. All intellectual property rights relating to the name “ShaftSaverPro”, the Product, the design, texts, images, documentation and content on the Website are vested in ShaftSaverPro. It is not permitted to copy, reproduce or commercially use them without permission In Writing.

20.2. The Customer must respect ShaftSaverPro’s intellectual property rights at all times. If the Customer acts in breach of ShaftSaverPro’s intellectual property rights, the Customer shall be liable for all damage suffered by ShaftSaverPro as a result, including loss of turnover.

Article 21. Contact

For questions regarding an order or a Product, or for submitting a complaint, the Customer may contact ShaftSaverPro in the following ways:

- a. via the contact form on the Website: <https://shaftsaverpro.com/contact/>;
- b. by e-mail: info@shaftsaverpro.com.

Article 22. Personal Data

ShaftSaverPro processes the Customer's personal data in accordance with the General Data Protection Regulation. For more information regarding the processing of personal data by ShaftSaverPro, the Customer may consult ShaftSaverPro's privacy policy at <https://shaftsaverpro.com/privacybeleid/>.

Article 23. Governing Law and Competent Court

23.1. These terms and conditions, all Agreements and all legal acts between the Parties shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) is excluded.

23.2. Disputes between the Parties shall be submitted exclusively to the competent court in the district where ShaftSaverPro is established. A Customer being a Consumer shall have 1 month after ShaftSaverPro has invoked this clause In Writing against the Customer to choose to have the dispute settled by the court competent under the law.

Deze algemene voorwaarden treden in werking op 13 mei 2026.