

GENERAL TERMS & CONDITIONS

of

Austria Ski Merchandising und Handel GmbH

Register nr.: FN 613916 v
VAT nr.: ATU79912007
Olympiastraße 10, 6020 Innsbruck
("Seller" or "ASMH")

PREAMBLE

- A. ASMH is a subsidiary (indirectly) owned by the Austrian Ski Association, ZVR nr. 589297270, Olympiastraße 10, 6020 Innsbruck ("**Ski Austria**" or "**ÖSV**").
- B. ASMH, in particular, operates the "Ski Austria Shop" under <https://shop.skiaustria.at> (the "**Ski Austria Shop**"). In all transactions/contractual relationships concluded via the Ski Austria Shop, ASMH directly acts as the contractual partner of the respective (end) customer and the corresponding contract shall be expressly concluded on the basis of the present General Terms and Conditions of ASMH (the "**GTCs**").

AGAINST THIS BACKGROUND, THE GTCs ARE AS FOLLOWS:

1. Scope

- 1.1. These GTCs – as amended from time to time – shall apply to all transactions and contracts concluded between the Seller and (end) customers (a "**Customer**" or the "**Customers**") based upon an order placed via the Ski Austria Shop.
- 1.2. Unless expressly stated otherwise in these GTCs, these GTCs apply to all customers, regardless of whether these (end) customers are, for example, consumers as defined by the Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*) or entrepreneurs.
- 1.3. In the event customers themselves have general terms and conditions (or similar), such general terms and conditions expressly are not applicable (unless the Seller expressly agrees to the applicability of such provisions).

2. Conclusion of a contract

2.1. General information

- 2.1.1. The contract to be concluded based upon an order via the Ski Austria Shop is concluded between the respective customer and the Seller.
- 2.1.2. The Seller reserves the right to limit the possibility of ordering goods via the Ski Austria Shop to household quantities.

2.2. Procedure for the conclusion of a contract

- 2.2.1. All products/goods presented or displayed via the Ski Austria Shop represent a non-binding invitation to Customers to order the corresponding products/goods. During the ordering process, Customers can select corresponding products and place them in the shopping cart for a certain period of time. Before the Customer admits the order, the Customer is able to check, once again, the goods to be ordered (including the necessary Customer's data such as name, address, payment method) and change them if necessary. If the customer clicks on the corresponding field "Order subject to payment", this is simultaneously deemed to be the submission of a binding offer to conclude a purchase contract with the Seller with regard to the items in the shopping cart. With the dispatch of a corresponding order confirmation by e-mail to the customer or (at the latest) with the delivery of the goods ordered by the Customer, the offer to conclude a purchase contract is deemed to have been accepted by the Seller and at this point in time (depending on which occurs earlier) the corresponding purchase contract also comes into effect.

All offers are valid while stocks last.

- 2.2.2. Before the shipment of the goods ordered by the Customer, the Customer will receive a shipping confirmation by e-mail.

3. **Prices and shipping costs**

- 3.1. All prices in the Ski Austria Shop include VAT.
- 3.2. **Shipping to Austria:** The shipping costs for the customer amount to EUR 5.90 per order (including statutory VAT). For the costs of any return shipment due to a revocation/withdrawal from the order within the revocation period (to which a consumer is entitled according to the Remote and External Business Act (Fern- und Auswärtsgeschäftegesetz, FAGG)) please refer to point 9.3
- 3.3. **Shipping to countries within the European Union:** Deliveries are only made to the following countries:

- Germany
- France
- Italy
- The Netherlands
- Denmark
- Croatia
- Luxembourg
- Poland
- Slovenia
- Spain
- Czech Republic
- Hungary

The shipping costs for the customer amount to EUR 14.90 per order (including VAT). For the costs of any return shipment due to a revocation/withdrawal from the order within the revocation period (to which a consumer is entitled according to the Remote and External Business Act (Fern- und Auswärtsgeschäftegesetz, FAGG)) please refer to point 9.3.

4. Payment methods

- 4.1.1. Customers may pay by credit card (VISA, MasterCard) or by instant bank transfer (Maestro, Vpay) when ordering via the Ski Austria Shop. The payment is processed via the Hobex payment system (Provider: hobex AG, Josef-Brandstätter-Straße 2b, 5020 Salzburg). You can find more detailed information on the transmission of data in the course of the payment

process in our data protection declaration at <https://shop.skiaustria.at/en/privacy>.

4.1.2. Please note the following information regarding the payment methods:

- (a) Payment via credit card: The Customer's credit card will be charged upon completion of the payment.
- (b) Payment via instant bank transfer (*Sofortüberweisung*): You will be referred directly to your online bank account via the payment processor Hobex, where you set up a transfer of the order amount while you are still placing your order. After you have confirmed the transfer via a certified payment system with PIN/TAN entry, your bank account will be debited immediately.

4.2. Default of payment

If the Customer is in default of payment, the Seller is entitled to demand interest on arrears in the amount of 4 (four) % per annum. If the Seller can prove to have incurred a higher loss due to this delay in payment, the Seller shall also be entitled to assert this claim.

4.3. Invoicing

The Customer agrees to receive the invoice for an order placed via the Ski Austria Shop as an "electronic invoice". Therefore, the Seller is entitled (but not obliged) to issue the invoice to the Customer in an electronic format and to send it by e-mail (e.g. PDF document). However, it is at the Seller's discretion to send the invoice either as an "electronic invoice" or as a standard paper invoice.

5. Reservation of property rights

Unless the ordered items have already been paid by the Customer before delivery, they remain the property of the Seller until full payment.

6. Delivery

6.1. General

6.1.1. Delivery shall be made from our warehouse to the delivery address provided by the Customer. The Seller is, in principle, also entitled (but not obliged) to make partial deliveries.

6.1.2. If the Seller is not able to deliver the order because of circumstances not culpably caused by the Seller (e.g. suppliers do not fulfill their contractual obligations towards the Seller), the Seller shall inform the Customer immediately and the Seller shall be entitled to withdraw from the contract with the Customer. In such a case, any purchase price already paid by the Customer will be refunded to the Customer without delay. Any further legal claims of the Customer shall remain unaffected.

6.2. Transfer of risk (*Gefahrenübergang*)

In the event the Customer is a consumer as defined by the Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*), the risk, burden and coincidence shall pass to the Customer at the time of the handover from the postal service provider to the Customer of the ordered items. In case, however, the Customer is an entrepreneur, the risk, burden and coincidence shall pass to the Customer already at the time of the handover to the delivering postal service provider.

6.3. Default of acceptance

If the Customer does not accept the goods as agreed ("default in acceptance"), the Seller

shall be entitled (but not obliged) to store the ordered items or have them stored after setting a grace period, for which the Seller shall charge the Customer a storage fee of 0.2 % of the invoice amount (gross) per commenced day of delivery. At the same time, the Seller shall be entitled to withdraw from the concluded purchase contract or to insist on performance of the contract.

7. Warranty (Gewährleistung)

- 7.1. The statutory provisions shall apply with regard to the warranty provisions, unless otherwise agreed in this Section 7. Following from that the Customer – in the event of a defect in accordance with the statutory provisions – may, first and foremost, only demand improvement (*Verbesserung*) or replacement (*Austausch*) of the defective goods, unless the chosen remedy is impossible or would involve disproportionately high expense for the Seller compared to the other remedy. If the other legal requirements are met, the Customer is entitled to reduce the purchase price or to withdraw from the contract.

Defects of quality shall in any case not be understood to be defects (and thus do not entitle the customer to assert a warranty claim) that arise as a result of improper use, handling and/or storage, excessive stress or use or lack of care or parts that are subject to natural wear and tear.

- 7.2. Warranty claims shall become time-barred in accordance with the statutory provisions.
- 7.3. The dimensions, weights, illustrations (in particular colors), descriptions and the like indicated by the Seller are only approximate and are subject to change unless they are expressly designated as binding in writing.
- 7.4. Notification of defects (*Mängelrüge*): In the event the Customer is an entrepreneur, the Customer shall notify the Seller within a reasonable period of time of any defects regarding the goods which the Customer has discovered or should have discovered by examination in the ordinary course of business after delivery. If the Customer fails to give such notice, the Customer shall no longer be entitled to assert claims for warranty, for damages due to the defect itself or due to an error as to the defect-free nature of the item pursuant to Section 377 (2) Austrian Commercial Code (*Unternehmensgesetzbuch, UGB*).

8. Exclusion, limitation of liability

- 8.1. The Seller shall be liable to the Customer in accordance with the statutory provisions for any damage incurred, however, only in the event of intent or gross negligence (except for damages to a person or claims under the Austrian Product Liability Act (*Produkthaftungsgesetz*)).
- 8.2. If the Seller is liable to the Customer for simple negligence (*leichte Fahrlässigkeit*), the liability shall be limited to the damage that the Seller could typically expect to occur under the circumstances known at the time of the conclusion of the contract.
- 8.3. Liability for damages not occurring to the delivered items (subject matter of the contract) is excluded. In particular, the Seller shall not be liable for lost profits or other financial losses of the Customer.
- 8.4. The seller assumes no liability for delays caused by customs clearance or similar inspections in this context.

9. Revocation right for consumers

- 9.1. Pursuant to Section 11 para. 1 Remote and External Business Act (*Fern- und Auswärtsgeschäftegesetz, FAGG*), consumers are entitled to a revocation right regarding contracts concluded outside of business premises of a vendor within 14 (fourteen) days without providing any reasons (the "Right of Revocation"). If the Customer (being a consumer) wishes to exer-

cise this revocation right for items purchased via the Ski Austria Shop, the Customer shall proceed as follows:

- (a) The revocation period is 14 (fourteen) days and starts as of the day on which the Customer or a third party designated by the Customer, not acting as a carrier, obtains possession of the goods.
- (b) The revocation right can be exercised by the Customer by means of a clear information to the Seller (e.g. letter, e-mail, transmission of the revocation form) regarding the decision to revoke the corresponding order or by returning the goods that are the subject of the contract to the Seller. If the respective purchase contract is revoked by merely returning the respective goods, the revocation does not have to be expressly declared again at the same time. In such a case, we consider the return (within the statutory revocation period) as a revocation of the purchase contract, so that the following consequences also occur in this regard. The Customer might use (but is not obliged to do so) the revocation form for the revocation. Such revocation form can be found by following this link <https://shop.skiaustria.at/en/revocation> and will be sent to the Customer together with the shipping confirmation.

The revocation is to be sent to:

Austria Ski Merchandising und Handel GmbH

Ski Austria Shop
Olympiastraße 10
6020 Innsbruck

E-Mail: shop@skiaustria.at

- (c) To comply with the revocation period, it is sufficient if the Customer submits the revocation's notification before the expiry of the revocation period.

- 9.2. If the purchase contract is revoked by the Customer, the Seller shall reimburse the Customer for all payments received by the Seller from the Customer, including delivery costs (with the exception of additional costs resulting from the fact that the Customer has chosen a type of delivery other than the most favorable standard delivery offered by the Seller), without undue delay and at the latest within 14 (fourteen) days from the day on which the revocation's notification of the purchase contract was received by the Seller. For this repayment, the Seller shall use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer; in no case shall the Seller charge the Customer any fees for this repayment.

The Seller may refuse repayment until the Seller has received the goods back or until the Customer has provided proof of having returned the relevant goods, whichever is the earlier.

- 9.3. In case of a revocation, the goods shall be returned or handed over to the Seller without undue delay and in any case not later than within 14 (fourteen) days from the day on which the Customer has informed the Seller about the revocation of the purchase contract (the relevant address of the Seller is shown in Section 9.1(b)). The deadline is met if the Customer sends the goods before the expiry of the 14 (fourteen) day period.

The Seller expressly points out to the Customer that the costs of the return of the respective goods are to be paid by the Customer.

- 9.4. The Customer shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the quality, characteristics and functioning of the goods.

- 9.5. It is noted that this revocation right – in addition to other exceptions pursuant to Section 18 para. 1 Remote and External Business Act (*Fern- und Auswärtsgeschäftegesetz, FAGG*) –

does not apply to contracts concluded outside of business premises of a vendor that are manufactured according to specifications of a customer or are clearly tailored to personal needs (e.g. individually printed goods).

10. Data protection

The Seller processes and stores the Customer's data necessary for the business transaction. When processing the personal data of the Customer, the Seller observes the statutory provisions whereas more details regarding the protection of the personal data of the Customer can be found in the privacy policy of the Seller at <https://shop.skiaustria.at/en/privacy>.

11. Choice of law and place of jurisdiction

- 11.1. These GTCs shall be governed by Austrian law, excluding the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 11.2. The exclusive place of jurisdiction for corporate Customers shall be the competent court in Innsbruck. Consumers within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*) shall be entitled to choose the place of jurisdiction as provided by law.
- 11.3. The EU Commission has created an Internet platform for the online settlement of disputes (so-called "ODR platform"). The ODR platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts (<http://ec.europa.eu/consumers/odr/>) and consumers can use this platform for the settlement of disputes.

12. Final provisions

- 12.1. General information obligations according to the Austrian Act on e-commerce (*E-Commerce-Gesetz, ECG*)
 - 12.1.1. The Seller saves the contractual text and sends the order data to the Customer by way of e-mail. The GTCs can also be viewed at any time on the Ski Austria Shop website following this link: <https://shop.skiaustria.at/en/gtc>.
 - 12.1.2. The contracts to be concluded in the Ski Austria Shop can be concluded in German and English.
- 12.2. Miscellaneous
 - 12.2.1. The preamble constitutes an integral part of these GTCs.
 - 12.2.2. The Customer waives the right of set-off (*Aufrechnung*). However, this shall not apply to consumers in the event of the Seller's insolvency or to counterclaims that are legally related to the Seller's claim, have been established in court or have been acknowledged by the Seller. In these cases, consumers shall have the option of offsetting.
 - 12.2.3. In case individual provisions of these GTCs be or become invalid, void or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions of these GTCs shall not be affected thereby. The contracting parties shall replace an invalid, void or unenforceable provision of these GTCs by such legally valid, valid and enforceable provision that comes closest to the legally and economically intended purpose.
