

**GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)**  
**of Think Schuhwerk GmbH (FN 111549 v)**  
**Hauptstraße 35, 4794 Kopfing im Innkreis**

**Any deviating terms and conditions of purchase or GTC of the Purchaser and any terms and conditions contained in orders which deviate from our GTC shall only apply with our written consent.**

**1. Offer, conclusion of contract and content of contract**

- 1.1 The following terms and conditions form the basis of all our contracts with customers who are not consumers within the meaning of § 1 para. 1 no. 2 of the Consumer Protection Act (KSchG). Amended GTCs shall become valid if they are not objected to in writing within 4 weeks after receipt.
- 1.2 Our offers are always subject to change. The order shall be deemed to have been accepted in a legally binding manner (conclusion of contract) with our written or electronic order confirmation. If acceptance does not take place within 14 days of receipt of the order, this order shall be deemed not to have been accepted. Partial deliveries are permissible.
- 1.3 Assurances outside these GTC, collateral agreements and amendments to the contract require our written confirmation to be effective. This requirement cannot be waived. The contents of product descriptions, advertising material, catalogues etc. do not become part of the contract.
- 1.4 The purchaser is not entitled to export our products to countries outside the EU, except in the case of our express written consent. Imports of our protected branded articles from non-EU countries require our written consent.
- 1.5 Our goods comply with all applicable legal provisions of the respective country of destination of our delivery, in particular with regard to labelling, the materials used, as well as the EU REACH Regulation (EC) No. 1907/2006. Liability is excluded for compliance with legal provisions in third countries to which the goods are shipped by the customer.

**2. Prices, terms of payment, default in payment, rights of retention and set-off**

- 2.1 Our list prices valid according to the order confirmation shall be charged in each case. Our prices are net prices plus the respective statutory value added tax.
- 2.2 Invoices concerning deliveries of our goods are due for payment within 30 days of the invoice date without deduction. If payment is made within 10 days (receipt of payment by us), a 3% discount may be deducted, provided there is no arrears of payment in respect of other invoices. Bills of exchange and cheques shall only be deemed as payment upon encashment. Payments by bill of exchange must be agreed in writing in advance. Discount and bank charges shall be borne by the customer, payments shall only be deemed effected upon unconditional crediting to our account.
- 2.3 Invoices concerning deliveries of our goods to purchasing associations or their members are due for payment within 10 days (receipt of payment by us). A cash discount deduction is based on the individual agreements made.
- 2.4 If the payment deadline is exceeded, interest on arrears amounting to 9.2 % points above the respective base interest rate shall be due for payment (entrepreneurial interest).
- 2.5 Offsetting against counterclaims of the customer that are disputed by us and not legally established is not permitted.
- 2.6 In the event of a significant deterioration in the financial situation of the customer after conclusion of the contract, in particular in the event of the loss of the possibility of insuring the claims existing against the customer, the opening of protective shield, reorganisation or other insolvency proceedings of the customer or of a company in the customer's group, in the event of more than one delay in payment for deliveries of goods by more than 5 working days and similar events which jeopardise our claim to payment, we shall be entitled to make deliveries of goods dependent on the advance performance of the customer or the provision of security. The customer shall be entitled to prove that we were aware of this or should have been aware of it prior to the conclusion of the contract.

**3. Delivery time, delay in delivery, impossibility**

- 3.1 The agreed delivery period begins with the conclusion of the contract, but not before receipt of any agreed payment. In any case, compliance with the delivery period by us presupposes the fulfilment of the contractual obligations by the customer.
- 3.2 The delivery period shall be deemed to have been complied with if the delivery item has left our works or notification of readiness for dispatch has been given by the time the delivery period expires.
- 3.3 The delivery deadline is set by decade (10 days). Thus, the determination of a delivery date "start" means the first day of the respective decade and "end" means the last day of the respective decade.
- 3.4 In the event of a delay in delivery, a grace period of 15 working days (Monday - Friday) shall be deemed agreed. However, if the delivery date has been exceeded by 6 weeks after expiry of the grace period without either party having commented on it, the contract shall in any case be deemed to have been dissolved.
- 3.5 Claims for compensation by the customer are excluded in all cases of delayed or non-executed delivery, even after expiry of the grace period, unless gross negligence or intent on our part is proven by the customer.

**4. Delivery, dispatch, transfer of risk, insurance, packaging**

- 4.1 We deliver uninsured and free of transport costs, except for deliveries below € 200.00 (excl. VAT) invoice value per delivery date. The mode of dispatch and the choice of delivery route shall be determined by us. If express or urgent delivery is made at the request of the customer, the additional costs shall be borne by the customer.
- 4.2 The risk shall pass to the Purchaser as soon as the delivery item has been handed over to the forwarding agent or other shipping person.
- 4.3 At the request of the customer, the delivery will be insured for transport at the customer's expense.
- 4.4 The outer wrapping, postal boxes, crates, etc. will not be taken back.

**5. Default of acceptance**

- 5.1 If the customer does not accept the subject matter of the contract in due time, we shall be entitled either to grant him a reasonable period of grace, after the expiry of which we shall be entitled to dispose of it otherwise and to supply the customer within a reasonably extended period of time or to invoice him for the goods immediately and to store them at the expense and risk of the customer.
- 5.2 This shall not affect our rights to withdraw from the contract under the statutory conditions or to claim damages for non-performance. If we demand compensation for non-performance, we may claim 20% of the agreed price as compensation without proof.

**6. Retention of title, assignment of claims**

- 6.1 The goods delivered by us shall remain our property until full payment of all our claims arising from the business relationship, in particular also until all bills of exchange given in payment have been honoured. The drawing of a balance and the recognition of a balance shall not affect our retention of title.
- 6.2 Provided that the customer is not in default of payment, he may sell our goods subject to retention of title in the ordinary course of business and, insofar as no cash payment is made, likewise only subject to retention of title. All claims from the resale are to be assigned to us in advance. The customer shall remain authorised to collect this claim even after the assignment. The authority of us to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and

- there is no significant deterioration of assets. If this is the case, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- 6.3 In the event of pledging by third parties, the customer must notify us immediately and inform the third party of the third-party ownership.
- 6.4 If we have to make use of our right of retention of title and take back the goods, the credit for the goods taken back due to the retention of title shall be made taking into account a price reduction appropriate to the storage period, de-modelling and other circumstances, but at least 30% of the invoice value. The customer shall be entitled to prove that no damage or only a lesser damage has been incurred.
- 6.5 The customer undertakes to notify us before filing for insolvency proceedings (composition or bankruptcy) so that we can take over goods delivered and owned by us under retention of title.
- 6.6 In the case of members of a purchasing association, the retention of title shall pass to the purchasing association upon payment in full by the respective purchasing association within the framework of central collection.
- 7. Notice of Defect, Warranty, Liability, Collateral Duties, Statute of Limitations**
- 7.1 Notification of visible defects must be made in writing. It must be made in writing within 10 days of receipt of the goods and reasons must be given. Visible defects asserted after this time can no longer be taken into account.
- 7.2 The goods shall only be returned to us by the buyer if we have either expressly given our consent to this, and may also be returned to us if we have not responded to a timely written notice of defect within 10 days of its receipt. The costs of returning the goods shall initially be borne by the buyer. If the complaint is justified, the postage for the return of the goods will be credited; otherwise, it is to be borne definitively by the buyer.
- 7.3 In the case of hidden or invisible defects, the warranty period shall be six months from the time the defect becomes apparent, but no more than 2 years; the notice of defect shall be given within the period specified in clause 7.1 from the time the defect becomes apparent to the buyer.
- 7.4 The burden of proof for the existence of a defect lies with the buyer. § 924 sentence 2 ABGB (Austrian Civil Code) is waived.
- 7.5 If our examination shows that the complaint is justified, we will, at our discretion, either issue a free replacement delivery for dispatch or issue a corresponding credit note within 15 working days. In the case of complaints about individual pairs by the end consumer, the buyer is entitled to hand over a replacement pair to the customer if the complaint is clearly attributable to a manufacturing or material defect.
- 7.6 Any further liability, except on the basis of the Product Liability Act or insofar as we are responsible for gross negligence or intent or damage to life or limb has occurred, is excluded.
- 7.7 The buyer is not entitled to charge processing fees for complaints.
- 8. Technical changes, data protection regulations**
- 8.1 We reserve the right to make technical changes to improve the products. Any resulting deviations from an order shall not entitle the customer to non-acceptance, retention or other claims.
- 8.2 In order to fulfil orders, we process your personal data or the data of your employees to the extent necessary for this purpose. Please refer to the enclosed data protection information.
- 8.3 Purchaser expressly authorises and entitles us to obtain information about Purchaser and its financial circumstances from third parties (such as banking institutions, creditor protection associations). The customer and buyer authorise us to use all the aforementioned data and information and to pass it on to affiliated companies (for use for advertising purposes and for risk assessment), to insurance companies, creditor protection associations and to our banks (for the assessment of claims or other risk assessment). Insofar as personal data is involved, its processing or forwarding by us is subject to the restrictions of points 4, 5 and 6 of our data protection information pursuant to clause 8.2. The processing of this data is in each case based on consent granted (Art. 6 para. 1 lit a DSGVO). The processing for advertising purposes is also based on an overriding legitimate interest (Art. 6 (1) (f) DSGVO) in carrying out advertising for existing customers. The processing of data for the purpose of risk assessment is carried out in addition to consent, both for the predominant legitimate interest (Art 6 (1) (f) DSGVO) in determining the creditworthiness of the customer and for the preparation of entering into a contractual relationship (Art 6 (1) (b) case 2 DSGVO).
- 9. Electronic commerce**
- 9.1 Orders or other legally binding declarations by the customer can be validly sent using our electronic forms or by e-mail, but must be received by the recipient without errors in order to be valid. Transmission errors, regardless of the cause, shall be borne by the sender.
- 9.2 The recipient shall check the content of our order and receipt confirmations, which may also be sent by automated means, and shall be obliged to immediately notify us of any deviations from the message sent by him, failing which the transaction shall be concluded with the content confirmed by us.
- 10. Legal validity, place of performance, applicable law, place of jurisdiction**
- 10.1 The place of performance for deliveries and payments is the registered office of Think Schuhwerk GmbH in A-4794 Kopfing im Innkreis.
- 10.2 Austrian law shall apply exclusively to the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.
- 10.3 Our Terms and Conditions of Sale shall remain binding even if individual points are legally invalid. Instead of an invalid provision, the legally permissible provision shall apply.
- 10.4 For all present and future claims arising from the business relationship, the exclusive place of jurisdiction is agreed to be the factually and locally competent court at the registered office of Think Schuhwerk GmbH, currently A-4794 Kopfing im Innkreis. In the case of deliveries to other EU countries, we may, at our discretion, also bring an action at the registered office of the Customer or one of its branches.