

**CONDITIONS OF USE AND GENERAL TERMS OF SALE
ONLINE SHOP AND BWT APP (REMOTE SALES)
BWT Sports & Digital Services GmbH**

Status: May 2022



I. TERMS OF USE ONLINE SHOP

1. user account: In order to be able to use certain services and functions of the BWT Online Shop (e.g. the central administration of billing and delivery addresses, as well as the payment method and order history), a user account must be set up and linked to a valid payment method. This user account is aimed at consumers (hereinafter referred to as "users") with registered residence in Austria or Germany.

A user account in the BWT Online Shop is personalised for individual users registered by name. In this respect, registration must take place before use. The user must truthfully complete the required mandatory fields of the form. It is not permissible to enter names or addresses of third parties or a pseudonym. After the complete entry of his or her data, the user will receive an e-mail with an activation link, which is valid for seven (7) days from the date the e-mail is sent. By confirming this link, the online account is activated. In the event that the user account is not confirmed, the user account will be deleted after a further seven (7) days. The user will be informed of the deletion by e-mail. In this case, the user has the option of registering again and using the BWT Online Shop and the user account by entering the access data (e-mail address and password).

To the extent permitted by law, the user agrees to be responsible for all activities undertaken through his or her user account.

The user is responsible for ensuring the confidentiality of the access data to his/her user account, regardless of the device from which he/she accesses it, and he/she must not disclose information such as user name and/or password to other persons. The user must therefore comply with all recommended security measures, such as choosing a secure password and keeping this password secret under all circumstances. If the user has reasonable grounds to fear that the access data to his user account is being used without authorisation, the password of the user account must be changed immediately. The user is liable for the misuse of his login data. This applies in particular to the unauthorised disclosure and the careless safekeeping of login data enabling misuse.

The user is responsible for ensuring that all personal details, billing and delivery addresses and payment methods are always up to date, correct and complete.

This data can be updated at any time via the user account. Any change to the data in the user account requires renewed consent to the General Terms and Conditions. Changes to the data in the user account will only be taken into account for future order processes.

Users have the option to delete their customer account at any time. BWT Sports & Digital Services GmbH (hereinafter also the "Seller" or "BWT") provides users of the BWT Online Shop with the user account free of charge for an indefinite period of time, but reserves the right to take any action at its own discretion, including excluding a user from the programme, if there is reason to believe that the user in question has violated terms of use or is abusing the programme in any way. Expulsion will result in the immediate loss of all benefits earned under the Programme without replacement or compensation.

2. intellectual property rights: The entire content of the BWT Online Shop, including texts, graphics, photos, images, moving images, sounds, illustrations and software is the property of BWT or its affiliated companies, licensees, licensors and/or content providers. These contents are protected by copyright and other rights. Their use is only permitted with the express consent of the seller. Unless otherwise indicated, all trademarks used on the Website are trademarks of the Vendor and may not be used without the prior written consent of the Vendor.

3. contents: BWT uses the care required in traffic to keep the information in the BWT Online Shop correct and up-to-date. However, BWT cannot assume any guarantee and/or liability, either explicitly or implicitly, for the completeness, correctness of content and up-to-dateness of the services and information offered on the website(s) or in the BWT Online

Shop. Liability for damages in connection with any use of the BWT website(s) is limited to intent and gross negligence, insofar as there is no damage to persons. BWT's liability for financial losses caused by slight negligence is excluded.

4. Product description: BWT is not the manufacturer of the products and services offered in the BWT Online Shop, unless this is expressly stated. The manufacturer or service provider specified therein is responsible for the product description in the BWT Online Shop. Furthermore, BWT provides links to pages of affiliated companies and certain other companies, in particular the manufacturers of the products, and providers of the services. This serves as further information for the user and BWT is not responsible for an investigation and evaluation of these offers or pages and does not provide any guarantee for the offers of these companies or individuals or the contents on their websites. BWT accepts no responsibility or liability for the actions, products and content of all these or any third parties.

The product packaging and associated documents may contain information that goes beyond and/or differs from the information provided in the BWT Online Shop. BWT therefore recommends that you do not rely solely on the information displayed in the BWT Online Shop, but always read the labels, warnings and instructions supplied with the products carefully before using them.

5. user data: The collected data is collected and processed by BWT for the fulfilment of the contract and in connection with order processing. For the rest, please refer to the [BWT data protection declaration](#).

6. provision of the BWT Online Shop: BWT is entitled at any time to change the contents of the BWT Online Shop, the user accounts and other services offered as well as to interrupt or discontinue the provision of these, for example for maintenance purposes; by using the BWT Online Shop, the user expressly agrees not to derive any claims from this.

7. minors: BWT does not offer any goods or services for purchase by minors. Any goods or services intended for use by children may only be purchased by adults. Users under the age of 18 may only use the BWT Online Shop with the assistance of a parent or legal guardian.

8. electronic communication: BWT will communicate with users of the BWT Online Shop electronically in various ways, e.g. via email, text messages or push messages, video or telephone conference. For contractual purposes, the user agrees that all consents, notifications, publications and other communications, as well as invoices that BWT transmits electronically do not require written form, unless mandatory legal provisions or contractual agreements require a different form of communication.

II. GENERAL TERMS AND CONDITIONS

1. Scope of application

These General Terms and Conditions (hereinafter referred to as "GTC") of BWT Sports & Digital Services GmbH (hereinafter referred to as "Seller") apply to all contracts for the products presented in the online shop or in the BWT app (BWT Best Water Home), which a consumer (hereinafter referred to as "Customer") concludes online with the Seller, in the version valid at the time of the order. The Customer is a consumer insofar as the purpose of the ordered deliveries and services cannot be attributed predominantly to his commercial or independent professional activity. On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or self-employed professional activity. Any conflicting or deviating terms and conditions of the customer are hereby expressly excluded.

2. Order and conclusion of contract

2.1. The presentation of the products in the BWT Online Shop or in the BWT App does not constitute a binding offer by the Seller to conclude a purchase or subscription contract. The customer is merely invited to make a binding offer to conclude a purchase or subscription contract. For subscription contracts, the additional conditions of participation for subscription programmes for the customer apply.

2.2. The customer can submit his offer in the online shop or in the BWT app via the online order form provided by the seller after he has selected the desired products and placed them in the electronic shopping cart. In the next step, the customer can log into their BWT account or continue the order - with the exception of subscription products - as a "guest". Logged-in customers can correct the saved billing and delivery address at any time, while guest customers enter the desired billing and delivery address as well as the desired payment method manually in this step, analogous to the order form.

2.3. The customer has the possibility to correct his entries at any time until the order process is completed.

2.4. The ordering process is completed when the customer has clicked on the button "*Order subject to payment*" and has thus sent his legally binding offer to purchase the selected goods to the seller. Once the button "*Order subject to payment*" has been clicked, it is no longer possible to change the bindingly submitted offer. By sending the order, the customer accepts these GTC as binding for the legal relationship with the seller.

2.5. Upon binding submission of the offer by the customer, the text of the contract shall be saved by the seller and sent to the customer as part of the order confirmation, including a link to the General Terms and Conditions. A subsequent change and/or retrieval of the contract text in the order form is no longer possible after the order has been submitted.

2.6. The Seller shall immediately confirm receipt of the electronic order by means of an automatically generated e-mail. The electronic order confirmation contains the text of the contract and an overview of the ordered products, but does not constitute acceptance of the offer. It merely serves to inform the customer that the order has been received by the seller. The Seller shall not be liable if the Customer provides an invalid e-mail address or cannot ensure receipt of the e-mail due to technical obstacles in his sphere. If the customer's e-mail address changes, he/she must inform the seller of his/her new e-mail address.

2.7. The binding declaration of acceptance by the Vendor and thus a conclusion of contract between the Customer and the Vendor shall be made by the delivery of the goods and confirmation of dispatch, by making the voucher available for printing or by express declaration of acceptance.

2.8. The seller sells the offered goods exclusively in customary quantities to end consumers.

2.9. The contractual language is German.

3. Prices and terms of payment

3.1. The prices are listed in the online shop and in the BWT app for the individual items. The prices stated at the time of ordering apply, including statutory VAT. Any shipping and delivery costs are not included in the price and are indicated separately in the respective product description and in the shopping basket.

3.2. Payment can be made by credit card, purchase on account, eps online bank transfer and Paypal. For each order, the seller reserves the right not to offer certain payment methods and to refer to other payment methods.

3.3. The invoice (with VAT shown) will be sent to the e-mail address provided by the customer in PDF format.

3.4. In the case of purchase on account, the purchase price shall become due for payment on the day of dispatch of the invoice including confirmation of dispatch to the e-mail address provided. If payment is not made within 14 days after the due date, the customer will be in default and will receive a reminder. If payment has not been made after 28 days after the due date, a collection procedure will be initiated.

3.5. In the event of default in payment, the customer undertakes to reimburse the Seller for any reminder and collection expenses incurred, insofar as they are necessary for the appropriate legal prosecution. The assertion of further rights remains unaffected by this.

3.6. The payment method purchase on account does not exist for all offers and requires, among other things, a successful credit check by Mollie B.V., Keizersgracht 126, 1015 CW Amsterdam, The Netherlands. If the customer is permitted to purchase on account for certain offers after a credit check, the payment will be processed in cooperation with Mollie B.V., to which the seller sends its payment details. to which the Seller assigns its payment claim against the Customer.

3.7. The customer agrees to receive invoices, credit notes and reminders in electronic or paper form.

3.8. The goods remain the property of the seller until payment has been made in full.

4. Promotion vouchers and redemption

4.1. Promotional vouchers are vouchers which cannot be purchased, but which the seller issues within the framework of promotional campaigns with a certain period of validity. Promotion vouchers are therefore purely promotional measures.

4.2. Individual products may be excluded from the voucher promotion. Promotion vouchers cannot be used for the purchase of gift vouchers. Promotion vouchers may be subject to a minimum order value.

4.3. The value of a promotional voucher is neither paid out in cash nor does it earn interest. The promotional voucher will not be refunded if goods are returned in whole or in part.

4.4. Promotion vouchers can only be redeemed before completing the order process. Subsequent crediting is not possible. Multiple promotional vouchers cannot be combined with each other.

5. BWT Online Shop gift vouchers and their redemption

5.1. BWT Online Shop gift vouchers are vouchers that the customer can purchase. They can only be redeemed in the BWT Online Shop where they were purchased. BWT Online Shop gift vouchers can be used to purchase further BWT Online Shop gift vouchers. If the credit balance of a BWT Online Shop gift voucher is not sufficient for the order, the difference can be made up using the payment options offered. The remaining credit remains on the BWT Online Shop gift voucher.

5.2. BWT Online Shop gift vouchers and credits can only be redeemed before completing the order process. The credit balance of a BWT Online Shop gift voucher is neither paid out in cash nor does it earn interest. To redeem BWT Online Shop gift vouchers in the customer account or to view an existing credit, the designated field in the checkout is provided.

6. Gift vouchers for partner businesses and their redemption

6.1. **Partner vouchers** are vouchers (e.g. a Best Water Hotel voucher) which the customer can purchase and which can be redeemed in a partner business (e.g. in a Best Water Hotel) selected by the customer during the ordering process (hereinafter: "partner vouchers"). In the order process, the customer selects the specific partner establishment, the specific value (e.g. EUR 50.00, EUR 100.00, EUR 200.00, EUR 500.00 or EUR 1,000.00), the number of partner vouchers and, after completing the order process, is given the option of downloading or printing them out. Partner vouchers only become valid after full payment of the amount selected by the customer.

6.2. **Redemption:** The booking of the desired services of the partner business and the redemption of the partner voucher is made by the holder of the partner voucher. The holder may use the voucher from the age of 18. Partner vouchers are value vouchers and are therefore transferable. The partner voucher can only be redeemed at the partner business for which it was purchased. Partner vouchers are accepted by the specified partner establishment for the payment of all services and consumptions.

6.3. The redemption of a partner voucher by entering the **voucher code to be redeemed** once is only possible for partner businesses via the platform of the seller. In order to ensure smooth processing of the redemption of the partner voucher, the voucher should be presented at the time of registra-

tion (check-in) at the partner business. Partner vouchers can only be redeemed with a legible voucher code; the holder of the voucher is responsible for ensuring that the voucher code is printed out in a legible manner and is not damaged. If the voucher code is not legible, the Partner Company shall not be obliged to redeem the voucher, nor shall it be obliged to redeem the voucher if the voucher already appears as cancelled on the Seller's platform or if the Seller's platform is not accessible at the time of redemption. **Validity:** The acquired partner vouchers are valid for five years from the date of purchase and can only be redeemed at the partner company during this period. The customer can apply for an extension of the validity period in writing to the seller before the five-year validity period expires. If the cooperation with the partner company is terminated within the period of validity of the partner voucher, the customer can contact the seller to have the partner voucher issued for another partner company.

- 6.4. **Misuse:** Due to the transferability of the partner vouchers, anyone who has knowledge of the voucher data - especially the voucher code - also has the possibility of redeeming them. Customers are therefore advised to store partner vouchers carefully and to protect them from unauthorised access. In the event of loss, theft or misuse of the partner vouchers, the customer / holder is obliged to report this immediately to the seller in order to arrange for the partner voucher to be blocked. However, the Vendor accepts no liability for unlawful redemption. The partner businesses are also entitled to withhold the vouchers in the event of misuse or justified suspicion of misuse and, if necessary, to file a complaint. The seller and the partner companies expressly reserve the right to take any further legal action against the holder of the partner voucher and the customer.
- 6.5. **Liability:** The seller does not guarantee the quality, up-to-dateness or accuracy of the data, offers and contents of the partner businesses presented in the online shop; this is the responsibility of the partner businesses. The contract for the provision of the service arises directly between the redeeming holder of the partner voucher and the partner business. Therefore, the seller is not liable for defectively provided, non-provided and not timely provided services of the partner businesses.

7. BWT Friends Programme

- 7.1. As part of the BWT Friends programme, eligible participants or members of BWT cooperation partners have the opportunity to purchase products offered in the BWT Online Shop at special conditions. Only the persons named to BWT by the cooperation partner are entitled to participate. The cooperation partner will inform the entitled participants separately in a suitable form that they can use these special conditions and in which form the identification of the participants in the online shop will take place (for example via a personalised e-mail address) as well as about the special condition applicable in each case. The authorised participant must ensure that this access data (identification data) is not passed on to unauthorised third parties and will inform BWT immediately in the event of suspected misuse, loss or unintentional disclosure to third parties.
- 7.2. The selection of products offered at special conditions from the BWT Online Shop is determined by BWT and individual products can be excluded from the BWT Friends programme at any time. The number of individual products that can be purchased at special conditions can also be limited (e.g. to standard household quantities).
- 7.3. The special conditions only apply to those entitled to participate. As soon as the basis for the entitlement to participate ceases to exist (e.g. termination of the employment relationship with a cooperation partner), the entitlement to purchase the products at special conditions also ceases to exist.
- 7.4. BWT reserves the right to discontinue the Friends programme at any time without replacement or to terminate the cooperation with cooperation partners. Any claims of any kind arising from this are excluded.

8. 425g CO₂ cylinders - cylinders and refill box

- 8.1. The product descriptions for the products offered in the online shop are available at the respective products. Please observe the information contained in the product descriptions and also read the information, instructions for use, warnings and instructions enclosed with the products before using them, as these may contain further information.
- 8.2. Return of empty CO₂ bottles in connection with CO₂ 4 x 425g Refill Box:
- 8.2.1. Empty CO₂ bottles from the CO₂ 4 x 425g Refill Box must be returned within 30 days of the conclusion of a Refill Box contract. If this deadline is not met, the empties for the refill box will automatically be charged.
- 8.2.2. The return label as well as a sticker (to cover the dangerous goods rhombus) will be sent to the customer when ordering the refill box. Only if the dangerous goods rhombus is completely covered can the return be made

by the shipping service provider. All proper returns of empty bottles are recorded by the seller and assigned on the basis of the return labels.

- 8.2.3. The seller's instructions for the return of empty bottles are intended to ensure that the shipment runs smoothly and that the bottles are labelled as hazardous goods. If the seller's specifications are not observed, this could lead to the return not being allocated for technical shipping reasons and not being booked in the customer's favour.
- 8.2.4. Please also note the information about our 425 g CO₂ bottles and refill boxes in the online shop.

8.3. Return of full CO₂ bottles:

When returning full CO₂ bottles to the seller (e.g. as part of exercising the right of withdrawal), please note that this involves the shipment of a hazardous good. Such products are only permitted for transport under certain conditions and are subject to precise labelling requirements, as the risk during transport is higher (please read our notes on the shipment of hazardous goods).

8.4. Assumption of the return costs:

The Seller shall bear the costs of returning empty bottles if the return is made in compliance with the Seller's instructions and using the return label provided by the Seller. In the event of incomplete returns and/or damaged empty bottles, the cost of the empties will be charged to the Customer. Damaged hazardous goods may not be returned under any circumstances. Unfortunately, shipping costs paid by the customer cannot be refunded.

9. Service life and filter capacity of filter cartridges for table water filters

- 9.1. The service life as well as the filter capacity of the filter cartridges for table water filters is a guide value and may vary. The actual capacity of the filter cartridge is measured and displayed by an electronic change indicator.

10. Installation of kitchen and shower fittings

- 10.1. To enable professional use of the kitchen fittings, installation by a plumber may be necessary. This also applies to spare parts that are exchanged within the scope of warranty claims. The seller has an authorised customer service to which the customer may have recourse at a charge - with the exception of the handling of statutory warranty claims.
- 10.2. The installation of the shower fittings "Quick & Clean" can be found in the respective operating instructions. For installation, the customer can of course also make use of the authorised customer service at a charge.

11. Right of withdrawal

Cancellation policy

- 11.1. If the customer is a consumer, he has the right to revoke the contract within fourteen days without giving reasons. The revocation period begins on the day on which the customer or a third party designated by the customer and not acting as a carrier has or has taken possession of the goods. In order to exercise the right of revocation, the customer must inform the seller by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of the decision to revoke this contract. The customer may use the enclosed [model withdrawal form](#) for this purpose, which is, however, not mandatory. No right of revocation exists or an existing right of revocation expires for:

- Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided their seal has been removed after delivery. This applies in particular to water filter cartridges that are secured with a hygiene cap. By removing the hygiene cap, the right of withdrawal expires prematurely.
- Goods which, due to their nature, have been inseparably mixed with other goods after delivery.
- Goods that are manufactured according to customer specifications or are clearly tailored to personal needs.

In order to comply with the withdrawal period, it is sufficient for the customer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

- 11.2. The declaration of revocation is to be sent to the following address:

BWT Sports & Digital Services

GmbH

Walter-Simmer-Str. 4
5310 Mondsee
Austria
E-mail: shop@bwt.com
T from Ö.: 0800 800 555
T from D.: 0800 112 22 23
F.: +43 (0) 6232 4058

Company register number: FN 534002y
Commercial register court: Landesgericht
Wels
UID No.: ATU 75592208
Member of the Austrian Federal Economic
Chamber
Supervisory Authority: BH Vöcklabruck

11.3. Consequences of withdrawal:

If the Customer revokes this contract, the Seller shall repay all payments received from the Customer, including the delivery costs (with the exception of additional costs resulting from the fact that the Customer has chosen a type of delivery other than the cheapest standard delivery offered by the Seller), without undue delay and at the latest within fourteen days from the day on which the notification of the revocation of this contract was received by the Seller. For this repayment, the Vendor shall use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Vendor; in no case shall the Customer be charged any fees due to this repayment. The Seller may refuse repayment until it has received the goods back or until the customer has provided proof that it has returned the goods, whichever is the earlier.

The customer shall return or hand over the goods to the seller without undue delay and in any case no later than within fourteen days from the day on which the customer notifies the seller of the revocation of the contract concerned. The deadline is met if the customer sends the goods before the end of the fourteen-day period.

The Seller shall bear the costs of returning the goods.

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

End of the cancellation policy

Return management in the BWT Account

- 11.4. BWT provides customers who have a BWT account with a printable returns label and returns slips via this account and they also have the option of creating and creating returns and managing returns in the customer portal.

12. Delivery and shipping conditions

- 12.1. The delivery of goods shall be made to the delivery address specified by the customer when placing the order, unless otherwise agreed.
- 12.2. Shipping conditions: The shipping conditions communicated on <https://bwt.com/de-at/kundenservice/service-onlineshop/> apply.
- 12.3. The Seller delivers within Austria and the Federal Republic of Germany.

13. Warranty

The statutory warranty provisions shall apply unless expressly agreed otherwise.

14. Data protection

The data collected will be collected and processed by the Seller for the performance of the contract and in connection with the processing of the order. For the rest, reference is made to the [Datenschutzerklärung of the seller](#).

15. Copyright and Trademarks

The entire content of the Online Shop as well as the BWT App, including texts, graphics, photos, images, moving images, sounds, illustrations and software is the property of the Seller or its affiliated companies, licensees, licensors and/or content providers. These contents are protected by cop-

yright and other rights. Their use is only permitted with the express consent of the Seller. All trademarks used on the Website are - unless otherwise indicated - trademarks of the Vendor and may not be used without the prior written consent of the Vendor.

16. Change of address

The customer undertakes to notify the seller of any changes to its residential or business address and e-mail address as long as the contractual legal transaction has not been completely fulfilled by both parties. If the notification is omitted, declarations shall also be deemed to have been received if they are sent to the last address notified.

17. Imprint/operator of the online shop and the BWT app BWT

Operator of the online shop

BWT Sports & Digital Services GmbH

Walter-Simmer-Str. 4
5310 Mondsee
Austria
E-mail: shop@bwt.com
T.: 0800 800 555

Company register number: FN 534002y
Commercial register court: Landesgericht
Wels
UID No.: ATU 75592208
Supervisory Authority: BH Vöcklabruck
Member of the Austrian Federal Economic
Chamber

Responsible for the BWT app

BWT Holding GmbH

Walter-Simmer-Str. 4
5310 Mondsee
Austria
E-mail: office@bwt.at
T.: +43 (0) 6232 5011-0
F.: +43 (0) 6232 4058

Company register number: FN 96162s
Commercial register court: Landesgericht
Wels
UID No.: ATU23473603
Supervisory Authority: BH Vöcklabruck
Member of the Austrian Federal Economic
Chamber

18. Final provisions

- 18.1. Austrian law shall apply to the exclusion of national and international conflict of laws provisions and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 18.2. The contracting parties agree on Austrian domestic jurisdiction. If it is not a consumer transaction, the court with subject-matter jurisdiction at the registered office of BWT Sports & Digital Services GmbH shall have exclusive local jurisdiction to decide on all disputes arising from this contract.
- 18.3. Consumers with habitual residence in the EU enjoy additional protection under the mandatory provisions of the law of their country of residence. Claims in connection with these GTC arising from consumer protection standards can be filed either in Austria or in the EU member state in which the consumer lives.

The European Commission provides a platform for online dispute resolution (ODR), which can be accessed via the following link: <https://ec.europa.eu/consumers/odr/>. There is no obligation to participate in a dispute resolution procedure before a consumer arbitration board. Furthermore, the Seller is not willing to participate in such dispute resolution.