

1. Area of application

1.1. These terms and conditions regulate your participation in the BWT subscription programmes offered (hereinafter "**BWT subscription**") at www.bwt.com and the BWT app (BWT Best Water Home) and apply between you (hereinafter "you" or "customer") and BWT Sports & Digital Services GmbH and/or its affiliated companies (hereinafter "**BWT**"). By using the subscriptions offered, you expressly agree to the general terms and conditions - conditions of participation in SUBSCRIPTION PROGRAMMES in the version valid at the time of ordering.

2. Participation in the subscription programme, products

2.1. Registration and creation of a BWT account is mandatory for participation in the BWT subscription. You can register and create your BWT account directly during the ordering process or via the BWT app. Your subscriptions are personal to you only and you may not assign your subscription(s) and associated benefits to any third party. Subscription contracts can only be used by consumers.

2.2. BWT offers selected products for the subscription contracts ("subscription products"). The subscription product selection may vary and there is no claim to the availability of certain products.

3. Order process, delivery intervals, delivery conditions

3.1. In the web shop or the BWT app, you can take out a subscription for BWT subscription products by clicking on the button "*Subscribe*" to place the selected product in the shopping cart. To successfully add the subscription product to your shopping cart, you must be logged into your BWT customer account.

3.2. You can now define and specify the desired delivery interval yourself or when you would like to have your BWT products delivered in each case. Please note that the first delivery can be selected at the earliest 3 (three) working days after taking out the subscription. By clicking the button "order with payment", you make a binding offer to purchase the selected subscription product and the underlying subscription contract at the desired delivery interval. BWT can accept the offer either by sending a binding declaration of acceptance or by sending the ordered goods. Only with the acceptance of the offer by BWT does a claim for delivery of the goods arise and a contract is concluded. Prior to this point in time, BWT may refuse to accept the offer at any time without stating reasons. The subscription products are thus ordered automatically according to the delivery interval you have chosen, without you having to take any further action. Each delivery within the scope of the subscription constitutes an individual purchase contract. You will therefore receive both an order and dispatch confirmation electronically, as with an individual order. If a subscription product you have ordered is not available on the desired delivery date, BWT will inform you in good time.

3.3. BWT is only liable for non-delivery, delayed deliveries or damage to property in the course of delivery in the event of intent or gross negligence. BWT is also liable for the negligent breach of obligations, the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the achievement of the purpose of the contract and the observance of which the customer may regularly rely on. In the latter case, however, BWT shall only be liable for the foreseeable damage typical for the contract. The same applies to neglect of duty by BWT's vicarious agents. The above exclusions of liability do not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected. If a delivery is undeliverable due to a change of address and you have not informed BWT of such a change immediately or in good time before the next delivery date, you will be charged the costs for the return as well as the new delivery. In the event of force majeure and in the event of (factual) circumstances that make delivery impossible, in particular in the event of industrial action (strike or lockout), there shall be neither a claim for delivery nor a claim for compensation for the duration of the force majeure event.

4. Special feature of BWT app and BWT Perla

4.1. Your BWT Perla transmits information in real time to the BWT app on your smartphone and to the BWT online shop. Your BWT Perla can provide you with information on the salt level at any time via the BWT app. If the salt level becomes low and you have an existing BWT subscription, each further order will be placed automatically and, in deviation from section 3.2, not at a fixed delivery interval. Don't worry, if there are any irregularities in the messages from your BWT Perla. BWT will of course follow this up immediately and contact you directly.

5. Cancellation, change

5.1. The subscription period is generally unlimited. You can correct your subscription data at any time, e.g. pause, change the delivery interval or cancel the subscription completely. Cancellation does not affect any individual purchase contract already bindingly concluded in accordance with section 3.2.

5.2. BWT will only cancel the subscription, unless otherwise regulated in these terms of participation, if the stored payment method is invalid or cannot be debited or BWT decides to discontinue the subscription product.

6. Price and product changes, payment terms

6.1. Certain details of the subscription and subscription products (including price, any discounts or availability) may change over time. In the event that there is a change in the price or other details of the subscription product you have chosen during the term of the subscription, we will inform you in good time before the next delivery. To this end, BWT will notify you in advance of the planned price or product change by electronic means of communication, e.g. by e-mail, at least one month in advance and inform you of a right of objection and the legal consequences of not exercising the right of objection. You agree to the price change in these terms and conditions if you do not exercise your right of objection within the time limit and continue to purchase the goods after the changes come into effect. If you object to the changes to these general terms and conditions, BWT reserves the right to terminate the contractual relationship without notice.

6.2. Each subscription order will be billed using the payment method you specified when you placed the subscription order.

7. Contractual notifications/e-mail address/passwords and account access

7.1. To maintain control of your account and prevent unauthorised access, you should always maintain control of your password or account details (especially invoice and delivery address) and not share this information with third parties. BWT is not liable for unlawful access, unless this was culpably caused by BWT.

7.2. If there are any changes to your data (in particular name, address, e-mail address and method of payment) after conclusion of the contract, you are obliged to inform BWT immediately. If you do not notify BWT of these changes without delay, notices will be deemed to have been received even if BWT has sent these notices to the contact details last provided by you. Please note that late notification regarding changes to your delivery address may incur additional costs for return and redelivery.

8. Miscellaneous

8.1. These terms and conditions may be changed at any time by being posted on our website (www.bwt.com) and notifying you at your disclosed email address. To this end, BWT will notify you in advance of the planned changes by electronic means of communication, for example by e-mail, at least one month in advance and point out a right of objection and the legal consequences of not exercising the right of objection. You agree to the changes to these terms and conditions if you do not exercise your right of objection within the time limit and continue to purchase the goods after the changes come into effect. If you object to the changes to these general terms and conditions, BWT reserves the right to terminate the contractual relationship without notice.

9. Data protection

- 9.1. The collected data will be compiled and processed by BWT Sports & Digital Services GmbH, FN 534002y, Walter-Simmer-Str. 4, 5310 Mondsee for the fulfilment of the contract and in conjunction with order processing.
- 9.2. For the rest, we refer to our data protection declaration.

10. Contact information

Responsible for the BWT online shop:

10.1. Operator of the online shop

BWT Sports & Digital Services GmbH Walter-Simmer-Str. 4 5310 Mondsee Austria E-mail: shop@bwt.com Tel.: 0800 800 555	Company registration number: FN 534002y Commercial Register Court: Landesgericht Wels VAT ID No.: ATU 75592208 Member of the Austrian Chamber of Commerce Regulatory authority: BH Vöcklabruck
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10.2. Responsible for the BWT app:

BWT Austria GmbH Walter-Simmer-Str. 4 5310 Mondsee Austria E-mail: office@bwt.at Tel.: +43 (0) 6232 5011-0 Fax: +43 (0) 6232 4058	Company registration number: FN 294708w Commercial Register Court: Landesgericht Wels VAT ID No.: ATU 63602523 Member of the Austrian Chamber of Commerce Regulatory authority: BH Vöcklabruck
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