

## TERMS OF USE AND GENERAL TERMS AND CONDITIONS OF SALE

### ONLINE SHOP (DISTANCE SELLING)

BWT Sports & Digital Services GmbH

State: June 2024



BWT Sports & Digital Services GmbH (hereinafter referred to as "Seller" or "BWT") operates the BWT Online Shop, which can be accessed via the BWT website and the BWT app "BWT Best Water Home". Below you will find the Terms of Use of the BWT Online Shop and the General Terms and Conditions of Sale, which apply to all contracts for products offered in the BWT Online Shop.

Please read the Terms of Use and the General Terms and Conditions of Sale carefully, as they constitute a binding contract between you and BWT.

#### 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, payment methods and order history), a User account must be set up and linked to a valid payment method. This User account is aimed at consumers as defined in point II.1 of the following General Terms and Conditions of Sale (hereinafter referred to as "User").

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 is obligated to truthfully complete the required mandatory fields of the form. It is not permitted to enter other peoples names or addresses or a pseudonym. After entering his/her data in full, the User will receive an e-mail with an activation link that is valid for seven (7) days from the time the e-mail is sent. By confirming this link, the User 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).

The User is responsible for all activities carried out via their user account.

The User is responsible for ensuring the confidentiality of the access data to his User account, regardless of the device from which he accesses it, and he may not disclose information such as username 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 justified concerns that the access data to his/her user account is being used without authorisation, the password for the User account must be changed immediately.

The User is responsible for ensuring that all personal details, billing and delivery address 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 of Sale. Changes to the data in the User account will only be taken into account for future order processes.

Users have the option of deleting their user account at any time. BWT makes the User account available to Users of the BWT Online Shop free of charge for an indefinite period but reserves the right to take any measures at its own discretion, including the exclusion of a User from the programme, if the User in question has violated the terms of use or misused the programme in any way. The User will be informed of the exclusion from the programme in advance and will get the opportunity to comment before being excluded from the programme.

- 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. This content is protected by copyright and other rights. Their use is only permitted with the express written consent of the owner or licensor. All trademarks used on the website [www.bwt.com](http://www.bwt.com) and its subdomains are - unless otherwise stated - trademarks of the Seller and may not be used without the prior written consent of the Seller.
- 3. Contents:** BWT endeavours to keep the information in the BWT Online Shop correct and up to date. The liability of BWT, its authorised agents or representatives for damages in connection with any use of the BWT website(s) as well as the non-fulfilment of an obligation that constitutes one of the main performance obligations in the contract between BWT and a customer is limited to intent and gross negligence, insofar as there is no damage to persons. The liability of BWT for financial losses caused by ordinary 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. 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. BWT is not responsible for these offers or pages.
- 5. User data:** The data collected is collected and processed by BWT for the fulfilment of the contract and in connection with order processing. In all other respects, reference is made to [BWT's privacy policy](#).
- 6. Electronic communication:** BWT will communicate with Users of the BWT Online Shop electronically in various ways, e.g. via e-mail, text messages or push messages, video or telephone conference. For contractual purposes, the User agrees that this document and all consents, notifications, publications and other communications, as well as invoices, are transmitted electronically by BWT, insofar as these do not require written form, unless mandatory legal regulations or contractual agreements require a different form of communication.

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## II. GENERAL TERMS AND CONDITIONS OF SALE

### 1. Scope

- 1.1. These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply to all contracts for the products presented in the BWT Online Shop that a customer concludes online with BWT. The BWT online shop can be accessed via the BWT website and the BWT Best Water Home (hereinafter "BWT App").
- 1.2. The BWT App can be downloaded free of charge to a mobile device in the Apple AppStore and the Google PlayStore. Additional terms of use apply to the use of the BWT App, which can be accessed [here](#).
- 1.3. The BWT Online Shop is exclusively addressed at customers of legal age who are consumers. The customer is a consumer, insofar as, the purpose of the ordered goods and services cannot be mainly attributed to his commercial or independent professional activity. An entrepreneur, on the other hand, is any natural or legal person or partnership with legal capacity that is acting in the exercise of its commercial or independent professional activity when concluding the contract. Entrepreneurs who are interested in BWT products can contact BWT customer support at [shop@bwt.com](mailto:shop@bwt.com).

### 2. Product Range and Subscription Service

- 2.1. The customer can purchase the products and vouchers available in the BWT Online Shop via the BWT App or the BWT website.
- 2.2. For selected products, BWT offers the option of setting up a subscription service via the BWT Online Shop (hereinafter referred to as "Subscription Service"). The Subscription Service enables customers to purchase recurring products at a delivery frequency chosen by the customer. For the conclusion of a contract to set up the subscription service (hereinafter "Subscription Contract"), additional contractual conditions apply, which can be accessed [here](#).

### 3. Product descriptions

- 3.1. The product descriptions for the products offered in the online shop can be accessed under 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.

### 4. Order and contract conclusion

- 4.1. The presentation of the products in the BWT Online Shop does not constitute a binding offer by the seller to conclude a purchase or subscription contract. The customer is merely requested to submit a binding offer to conclude a purchase or Subscription Contract.
- 4.2. The customer can submit his offer in the BWT Online Shop via the online order form provided by the seller after he has selected the desired products and placed them in the electronic shopping cart. If the customer wishes to redeem a promotional voucher or BWT Online Shop gift vouchers, the voucher code must be entered in the "Enter gift code" field and confirmed by clicking on the corresponding tick.
- 4.3. In the next step, the customer can log into his User account, complete the order - with the exception of subscription products - as a "guest" or continue without registration using Express Checkout (Paypal). Logged-in customers can correct the saved billing and delivery address at any time, guest customers enter the desired billing and delivery address as well as the desired payment method manually in this step, analogically to the order form. Alternatively, the customer can also select the "Express Checkout" option. In this case, by clicking on the "Paypal" button, the customer is redirected to the PayPal website, where they can select the desired delivery address and payment method.
- 4.4. The customer has the option of correcting his/her data at any time until the order process has been completed.
- 4.5. The order process is completed when the customer accepts these GTC and has clicked on the button "Submit order" and has thus sent his legally binding offer to purchase the selected goods to the Seller. By clicking on the "Submit order" button, the customer accepts these GTC and the customer acknowledges that these GTC together with the additional conditions of participation for subscription programs govern the legal relationship between the customer and the seller. Thereafter, it is no longer possible to amend the binding offer submitted. The customer is bound to his offer for 14 days.
- 4.6. Upon binding submission of the offer by the customer, the details of the order shall be stored by the Seller. Subsequent changes and/or retrieval of the contract text in the order form is no longer possible after the order has been sent.
- 4.7. The Seller shall confirm receipt of the electronic order immediately by means of an automatically generated e-mail. This electronic order confirmation contains a link to the GTC, the text of the contract and an overview of the products ordered 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 is not 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.
- 4.8. The binding declaration of acceptance by the Seller and thus the conclusion of a contract between the customer and the Seller is made by the dispatch confirmation, by making the voucher available for printing or by an express declaration of acceptance. After conclusion of the contract, the text of the contract is not saved by the Seller.
- 4.9. The Seller sells the goods offered exclusively in customary quantities.

### 5. Prices and payment conditions

- 5.1. The prices are listed in the BWT Online Shop for the individual items. The prices stated at the time of ordering apply, including statutory VAT. Any shipping and delivery costs incurred are not included in the price and are indicated separately in the respective product description and in the shopping cart.
- 5.2. Payment is processed via the payment service provider Mollie B.V., Keizersgracht 126, 1015 CW Amsterdam, Netherlands (hereinafter referred to as "Mollie B.V.") and can be made by credit card, Paypal Direct (Express), Paypal, Eps, purchase on account (Klarna), instant bank transfer (Klarna) and - for orders via iPhone/iPad - via ApplePay. The Seller reserves the right not to offer certain payment methods for each order and to refer to other payment methods.
- 5.3. The invoice (with VAT shown) will be sent to the e-mail address provided by the customer in PDF format.
- 5.4. In the case of purchase on account, the purchase price shall be due for payment on the day the invoice including confirmation of dispatch is sent to the e-mail address provided. If payment is not made within 14 days of the due date, the customer shall be in default and shall receive a reminder. If payment has not been made within 28 days of the due date, debt collection proceedings will be initiated.
- 5.5. The payment method purchase on account is not available for all offers and requires, among other things, a successful credit check by Mollie B.V.. 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 assigns its payment claim against the customer.
- 5.6. The customer agrees to receive invoices, credit notes and reminders in electronic or paper form.

### 6. Reservation of ownership

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6.1. The delivered goods remain the property of the Seller until full payment has been made.

#### 7. Promotion vouchers

- 7.1. Promotional vouchers are vouchers that cannot be purchased but are issued by the Seller as part of advertising campaigns with a specific period of validity. Promotional vouchers are therefore purely advertising measures.
- 7.2. Individual products may be excluded from the voucher promotion. Promotional vouchers cannot be used to purchase gift vouchers. Promotional vouchers may be subject to a minimum order value.
- 7.3. The value of a promotional voucher is neither paid out in cash nor does it bear interest. The promotional voucher will not be refunded if goods are returned in whole or in part.
- 7.4. Promotional vouchers can only be redeemed before completing the order process by entering the relevant voucher code in the "Enter gift code" field provided and clicking on the corresponding tick. Subsequent crediting is not possible. Multiple promotional vouchers cannot be combined with each other.

#### 8. BWT Online Shop Gift vouchers

- 8.1. BWT Online Shop gift vouchers are vouchers that the customer can purchase. BWT Online Shop gift vouchers can be used for the purchase of further BWT Online Shop gift vouchers.
- 8.2. BWT Online Shop gift vouchers can be purchased by the customer either as a PDF document for download or as a gift card by post. A BWT Online Shop gift voucher is redeemed by means of a voucher code, which is entered by the customer in the "Enter gift code" field during the ordering process and confirmed by clicking on the corresponding tick. No User account is required to redeem a BWT Online Shop gift voucher.
- 8.3. If the credit balance of a BWT Online Shop gift voucher is not sufficient for the order, the difference can be settled using the payment options offered. If the value of the BWT Online Shop gift voucher exceeds the purchase price of an order, the remaining balance remains on the BWT Online Shop gift voucher.
- 8.4. The credit balance of a BWT Online Shop gift voucher is neither paid out in cash nor does it bear interest.
- 8.5. To redeem BWT Online Shop gift vouchers, the customer enters the voucher code in the "Enter gift code" field and confirms this by clicking on the corresponding tick. If the value of the BWT Online Shop gift voucher exceeds the amount of the order, the customer will be shown the remaining balance on the BWT Online Shop gift voucher.

#### 9. Gift vouchers for partner companies

- 9.1. Partner Vouchers are vouchers (e.g. a Best Water Hotel voucher) that can be purchased exclusively by BWT employees or BWT partners in the BWT Online Shop, which can be redeemed in a partner business selected by the BWT employee or BWT partner during the order process (e.g. in a Best Water Hotel) (hereinafter referred to as "Partner Vouchers"). The BWT employee or BWT partner selects the specific partner business, 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 is given the opportunity to download or print them out after completing the order process. Partner Vouchers only become valid after full payment of the chosen amount.
- 9.2. Redemption: The Partner Voucher is redeemed by the holder of the Partner Voucher. Utilisation by the holder is possible 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 facility for the settlement of all services and consumptions.
- 9.3. The redemption of a Partner Voucher by entering the voucher code to be redeemed once is only possible for partner businesses via the seller's platform. In order to ensure smooth processing of the redemption of the Partner Voucher, it should be presented at the time of registration (check-in) at the partner business if possible. 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 is under no obligation to redeem the voucher, likewise if the voucher already appears as cancelled on the seller's platform or the seller's platform is not accessible at the time of redemption. Validity: The purchased 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 BWT employee or BWT partner can apply in writing to the Seller for an extension of the validity period before the five-year validity period expires. If the co-operation with the partner company is terminated within the validity period of the Partner Voucher, the BWT employee or BWT partner can contact the Seller to have the Partner Voucher issued for another partner business.
- 9.4. Due to the transferability of the Partner Vouchers, anyone who has knowledge of the voucher data - in particular the voucher code - also has the option of redeeming them. BWT employees or BWT partners are therefore required to store partner vouchers carefully and protect them from unauthorised access. In the event of loss, theft or risk of misuse of the Partner Vouchers, the BWT employee or BWT partner can contact the Seller to arrange for the Partner Voucher to be blocked. However, the Seller accepts no liability for unauthorised redemption.

#### 10. BWT Friends-Programme

- 10.1. As part of the BWT Friends Programme, eligible participants or members of BWT's partners have the opportunity to purchase products offered in the BWT Online Shop at special conditions. Only those persons specified to BWT by the partner are eligible to participate in the programme. The cooperation partner will inform the authorised 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 applicable special conditions. 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.
- 10.2. The selection of products offered at special conditions from the BWT Online Shop is determined by BWT or individual products can be excluded from the BWT Friends programme at any time. The number of individual products available at special conditions can also be limited (e.g. to standard household quantities).
- 10.3. The special conditions only apply to authorised participants. As soon as the basis for the entitlement to participate ceases (e.g. termination of the business relationship with a co-operation partner), the entitlement to purchase the products at special conditions also ceases.
- 10.4. BWT reserves the right to discontinue the Friends Programme at any time without replacement or to terminate the cooperation with cooperation partners.

#### 11. 425g CO<sub>2</sub> cylinders - cylinders and refill box

11.1. Return of empty CO<sub>2</sub> bottles in connection with CO<sub>2</sub> 4 x 425g Refill Box:

11.1.1 Empty CO<sub>2</sub> bottles from the CO<sub>2</sub> 4 x 425g Refill Box must be returned within 30 days of concluding a Refill Box contract. If this deadline is not met, the empties will automatically be charged in the amount of the refill box. The amount charged for the empties can be seen [here](#).

11.1.2 The customer will receive the return label and a sticker (to cover the dangerous goods rhombus) when ordering the Refill Box. Only if the dangerous goods rhombus is completely covered can the goods be returned via the shipping service provider. All proper returns of empty bottles are recorded by the Seller and allocated on the basis of the return labels.

11.1.3 The Seller's instructions for the return of empty bottles serve to ensure that the shipment runs smoothly and that the bottles are labelled as hazardous goods. If the Seller's instructions are not followed, this could lead to the return not being allocated for shipping reasons and not being booked for the customer's favour.

11.1.4 Please also note the information on our 425 g CO<sub>2</sub> bottles and refill boxes in the BWT Online Shop.

11.2. Return of full CO<sub>2</sub> cylinders:

When returning full CO<sub>2</sub> cylinders to the Seller (e.g. as part of exercising the right of cancellation), please note that this involves the shipment of dangerous goods. Such products are only approved for transport under certain conditions and are subject to precise labelling requirements, as the risk during transport is higher (please read our information on [the shipment of dangerous goods](#)).

11.3. 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 costs for the empties shall be charged to the customer. Damaged hazardous goods may not be returned under any circumstances. Additional shipping costs paid by the customer resulting from the customer choosing a shipping method other than the cheapest standard delivery offered by the seller cannot be refunded.

**12. Return management**

12.1. Customers who have a BWT account will be provided with a printable return label and return slips via this account (except for forwarding goods) and they also have the option of creating returns and managing returns in the customer portal.

12.2. Customers returning forwarding goods (products weighing over 35 kilograms) and guest customers must request a return label at the e-mail address [shop@bwt.at](mailto:shop@bwt.at), which will be sent by e-mail.

**13. Right of withdrawal**

13.1. If the customer is a consumer, he has the right to cancel the contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which the customer or a third party named by the customer and not acting as a carrier has taken possession of the goods. In order to exercise the right of cancellation, the customer must inform the Seller by means of a clear declaration (e.g. a letter sent by post or e-mail) of the decision to cancel this contract. The customer may use the [attached sample](#) cancellation form for this purpose, but this is not mandatory.

13.2. No right of cancellation exists or an existing right of cancellation expires for:

- Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that their seal has been removed after delivery. This applies in particular to water filter cartridges that are secured with a hygiene cap. The right of cancellation expires prematurely if the hygiene cap is removed.

- Goods that have been inseparably mixed with other goods after delivery due to their nature.

- Goods that are manufactured according to customer specifications or are clearly customised to personal requirements.

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

13.3. The cancellation notice must be sent to the following address:

BWT Sports & Digital Services GmbH

Walter-Simmer-Str. 4

5310 Mondsee

Austria

E-mail: [shop@bwt.com](mailto:shop@bwt.com)

T from Austria: 0800 800 555

T from Germany: 0800 112 22 23

13.4. Consequences of cancellation:

If the customer cancels this contract, the seller must refund all payments received 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 cheapest standard delivery offered by the Seller), immediately and at the latest within fourteen days from the day on which the Seller receives notification of the cancellation of this contract. 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 Seller; in no case shall the customer be charged any fees for this repayment. The Seller may refuse to make the repayment until it has received the goods back or until the customer has provided proof that he has sent the goods back, whichever is the earlier.

The customer must return or hand over the goods to the Seller immediately and in any case no later than fourteen days from the day on which the customer informed the seller of the cancellation of the contract in question. The deadline is met, if the customer dispatches the goods before the period of fourteen days has expired.

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 checking the nature, properties and functioning of the goods.

**14. Delivery and shipping conditions**

14.1. The delivery of goods shall be made to the delivery address specified by the customer when placing the order, unless otherwise agreed.

14.2. For delivery times, delivery and shipping costs, the shipping conditions available here apply: <https://bwt.com/de-at/kundenservice/service-onlineshop/>

14.3. The shipping costs are displayed to the customer in the course of the order.

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14.4. The Seller delivers within the European Union, Switzerland and England and Wales.

#### 15. Warranty and compensation

15.1. The statutory warranty provisions shall apply.

15.2. The Seller's liability in the event of intent, gross negligence, injury to life, limb or health and in the event of claims under the Product Liability Act shall be governed by the statutory provisions. In addition, liability for slight negligence is excluded - except in the case of injury to life, limb or health.

#### 16. Data privacy

The data collected is processed by the seller for the fulfilment of the contract and in connection with order processing. In all other respects, reference is made to [the seller's privacy policy](#).

#### 17. Change of address

The customer undertakes to notify the seller of any changes to his residential address and e-mail address as long as the legal transaction covered by the contract 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 known address.

#### 18. Contract language

The languages available to the customer for the conclusion of the contract are German and English. The customer can specify the desired language by selecting the respective language on the BWT website in the header of the BWT Online Shop. For the BWT Best Water Home App, the contract language depends on the language settings selected in the customer account of the BWT Online Shop.

#### 19. Imprint/operator of the online shop

Operator of the BWT Online Shop

**BWT Sports & Digital Services GmbH**

Walter-Simmer-Str. 4

5310 Mondsee

Austria

E-Mail: [shop@bwt.com](mailto:shop@bwt.com)

T.: 0800 800 555

Company register number: FN 534002y

Commercial register court: Landesgericht Wels

UID Nr.: ATU 75592208

Regulatory authority: BH Vöcklabruck

Member of the Austrian Economic Chamber

#### 20. Applicable law, jurisdiction and dispute resolution

20.1. Austrian law shall apply to the exclusion of national conflict of laws provisions and to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This choice of law shall only apply insofar as the customer as a consumer is not deprived of the protection afforded to him by the mandatory provisions of the law of the country in which he has his habitual residence.

20.2. An action by the customer against the seller may be brought either before the courts of the Member State in whose territory the seller has its registered office or before the court of the place where the customer is domiciled. An action brought by the seller against the customer may only be brought before the courts of the Member State in whose territory the customer is domiciled.

20.3. The European Commission provides a platform for online dispute resolution (OS), 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 a dispute resolution procedure.