



GENERAL TERMS AND CONDITIONS OF SALE (SALES TERMS)
OF MOUNT MED RESORT BETRIEBS GMBH
KIRCHEN, OBERAU 72
A-6311 WILDSCHÖNAU-OBERAU

SECTION 1
GENERAL INFORMATION AND SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Sale (Sales Terms) correspond to current national Austrian law as well as to EU law, and take account of consumer protection for our clients. They apply exclusively to sales of goods completed in our salesroom in our health resort in Wildschönau-Oberau, for the purpose of private use in normal household quantities. Our offerings are strictly intended for consumers within the meaning of Section 1 of the Consumer Protection Act [*Konsumentenschutzgesetz*] (KSchG). A consumer is any natural person who concludes a legal transaction for purposes which primarily cannot be attributed to either their commercial or independent professional activity.
- 1.2 Modifications, additions and side agreements to these Sales Terms, as well as binding assurances of any kind by our employees, must be agreed in writing. This also applies to the agreement to depart from this formal requirement.

SECTION 2
INFORMATION AND PRICES

- 2.1 The dimensions, illustrations and descriptions provided in our catalogues, brochures and other documents or on the internet are occasionally stated only approximately. In particular, due to the lighting the colours of the goods or packaging in photographs can differ from the colours of the original goods. The customer must therefore look directly at the goods they have selected before purchasing them, and by purchasing them they acknowledge their actual appearance.
- 2.2 Obvious mistakes, and printing, calculation, writing and/or calculation errors are non-binding, and in particular do not lead to any customer claims for compensation of any kind.
- 2.3 The prices are stated including VAT. In the event of contradictions between the prices shown on the signage in our salesroom and the prices from our electronic system charged at the cash desk, the prices from our electronic system apply. Therefore when paying, the customer should immediately check the prices shown on the invoice (cf. also Section 3.2).



SECTION 3 HANDOVER OF GOODS, PAYMENT AND OWNERSHIP

- 3.1 The total purchase price is payable in return for the handover of the goods and the invoice either in cash (or other means of payment) at the cash desk before leaving our salesroom, or if the customer is also a guest of the health resort, by this being charged to their guest account during their check-out from the health resort. With full payment and the acceptance of the goods, the use and risk pass to the customer, and the customer receives ownership of the purchased goods. In the event of payment by payment slip, the goods remain our property until payment in full; the assertion of retention of title only constitutes a withdrawal from the agreement if this is expressly declared.
- 3.2 On payment, the customer is obliged to check the invoice and their change immediately for correctness. Inaccuracies of this kind must be pointed out immediately to our employee at the cash desk, otherwise we are only able to recognise errors that are apparent to everyone.
- 3.3 Damage to original containers or packaging, and damage to goods in our salesroom, lead to the obligation of purchase and acceptance.
- 3.4 We remain the owner of the goods handed over or supplied until payment is received in full.

SECTION 4 EXCHANGE

- 4.1 We exchange goods for our customers within 14 days of purchase (handover and payment for the goods) without reasons being stated, provided all the requirements below apply:
 - a) The goods concerned are not sale goods and/or price-reduced goods.
 - b) The original till receipt or invoice is presented.
 - c) The goods concerned do not show any signs of use.
- 4.2 The customer has no right to reimbursement of the purchase price in cash, but only to exchange of the goods or – if an exchange is not possible, or would be associated with unreasonable or disproportionate effort for us – a goods credit note. The customer must hand the goods to be exchanged to us at the same time as making their request to exchange them, irrespective of whether the replacement goods they desire are in stock or have to be ordered first.

SECTION 5 GUARANTEE AND COMPENSATION

- 5.1 It goes without saying that our customers are entitled to all the statutory guarantee rights if they are consumers within the meaning of the Consumer Protection Act (KSchG). The customer alone is liable for defects (e.g. damage, soiling) of goods that have been culpably caused by the customer or have arisen from normal wear. Such defects are not covered either by guarantee or by our other services. For consumers within the meaning of the KSchG the statutory guarantee period of two years from handover of the goods applies (see also Section 5.3 below), and for entrepreneurs six months from handover of the goods.



- 5.2 We guarantee the suitability of our goods for the respective intended purpose. Unfortunately we cannot warrant the suitability of the goods we sell for other purposes of our customers. Every customer is therefore solely responsible for checking the goods they have selected and establishing their suitability before purchasing. Our written information about the purchase object must be understood within normal conventions, and oral information from our employees is non-binding. However our customers have the possibility of exchanging goods purchased from us free of charge and without stating reasons if the requirements stated in Section 4 are met.
- 5.3 There is no guarantee entitlement for minor defects. For major defects of the goods which occur within the first six months, we strictly assume that these already existed at the time of the handover of the goods unless there is any damage that has obviously been caused by the customer. For major defects which only occur after six months from the handover of the goods, the customer must prove that these were already present at the time of the handover of the goods.
- 5.4 The following applies for the acceptance of the goods at the cash desk: The customer must check the goods they have selected no later than at the time of acceptance, and must immediately report any defects (e.g. damage, soiling) to our employee at the cash desk. In such a case the customer is entitled to exchange the goods for an identical item provided we still have one such in stock in the salesroom. If there is no longer such an item free from defects available, the customer has the right to return the goods in return for reimbursement of the purchase price. The customer however has no right to a price reduction; the decision on this remains reserved to us on a case-to-case basis. If the customer does not report any defect and accepts and pays for the goods at the cash desk, it is assumed that the goods were accepted by them in a visibly clean and undamaged condition. If, on the other hand, the customer selects and purchases an item with freely visible defects, they accept these with the acceptance of the goods.
- 5.5 If a defect of the goods becomes apparent only after acceptance and payment, either the defect will be remedied or the goods will be exchanged for an item that is free from defects (replacement delivery), if this is still available in our salesroom or can still be delivered. The customer has the right to choose between the defect being remedied and replacement delivery. The agreement can only be dissolved (rescission of contract), and the transaction reversed by the reimbursement of the purchase price in return for handing back the defective goods, if remedying the defects and replacement delivery within an appropriate time are impossible for us or involve a disproportionately great effort for us. Defects of one part of the purchased goods do not justify an objection to the remainder of the goods if the other, defect-free part can be used on its own.
- 5.6 Major defects which cannot be discovered even during careful inspection, or which due to their nature only become apparent later during use, must be notified to us in writing immediately they are discovered. The customer bears the risk of the complaint notification being received; if this does not reach us, the complaint will be deemed not to have been raised. If the customer does not comply with these obligations of inspection and notification in good time, the goods shall be deemed to be approved and the customer can no longer assert any claims on account of the defect (in particular claims under the guarantee, for compensation or due to error).
- 5.7 Defects occurring on goods after purchase, normal deterioration or the usual wear and tear of goods are not covered either by guarantee or by our other services. We expressly refer to the information about use, care and cleaning which is found, for example, on labels or in descriptions of goods. We accept no liability for damage arising through incorrect use, incorrect storage, cleaning or care.



- 5.8 Our products are manufactured in accordance with the applicable legal provisions and correspond to the highest quality standards. Please note the instructions for use and warning notices on the packaging. Consult a physician or pharmacist before use, particularly if you are pregnant, breastfeeding, taking medication or suffering from illness. We assume no liability for damage arising through improper use or disregard for the instructions for use. The liability of the respective manufacturer of our products is limited to the provisions of the Product Liability Act [*Produkthaftungsgesetz*] prescribed by law.
- 5.9 Our liability for compensation is excluded in cases of slight negligence. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and other vicarious agents.

SECTION 6 CONCLUDING PROVISIONS

- 6.1 If individual provisions of these Sales Terms should be fully or partly ineffective, the remaining provisions shall nonetheless remain effective. In this case instead of the ineffective provision, a provision shall apply which corresponds or comes closest to the economic purpose of the ineffective provision.
- 6.2 The place of performance and place of jurisdiction is A-6311 Wildschönau-Oberau.
- 6.3 The contractual relationship between us and our customers is governed exclusively by the law of the Republic of Austria, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of international private law.
The contract language is German.