

General terms and conditions of Pro's Pro Versand GmbH

1. Scope of these terms and conditions

- 1.1 These terms and conditions apply to all legal transactions between Pro's Pro Versand GmbH, Fröbelstraße 24, A-4020 Linz, Austria (hereinafter referred to as Pro's Pro) and its customers.
- 1.2 Goods and products in the sense of these terms and conditions are all articles that Pro's Pro offers in its online shop.

2. Contract conclusion

- 2.1 All representations and images of goods and products on our website (<http://www.pros-pro.com>) do not represent a binding offer to customers, the customer is merely given the opportunity to offer to buy selected goods or products from Pro's Pro. Therefore, goods and products in the online shop only constitute a non-binding invitation to customers to order these products from Pro's Pro. Pro's Pro reserves the right to refuse customers' offer to conclude the contract without giving reasons.
- 2.2 The customer has the option of ordering goods and products online, by fax, by telephone or on site (ordering process).
- 2.3 Upon completing the ordering process (shopping cart) or when ordering by fax, the customer submits an offer to Pro's Pro to conclude a contract for the desired goods and products. Pro's Pro accepts this offer by sending customer an order confirmation by e-mail. The offer can also be accepted by Pro's Pro delivering the ordered goods to the customer and the latter receiving the goods or otherwise confirming order acceptance in writing. Confirmation receipt is equivalent to Pro's Pro accepting the offer. The contract is concluded with Pro's Pro's offer acceptance. An automatically sent order receipt confirmation is not an offer acceptance. Subsequent changes require Pro's Pro's new offer or written confirmation.
- 2.4 Until the end of the order process, the customer has the opportunity to view all products, goods and prices continuously and correct input errors before placing an order. Once you have added the desired articles to your order, click on the shopping cart symbol to access your article overview. Here you have the option of changing the number of items or removing articles from your order. In the next step, personal data required to process the order are requested. When you agree to the general terms and conditions, you reach the last step of the ordering process. Here you have a complete overview of your selected articles, total order price and all information about delivery and payment method. Check all information carefully for possible input errors. When making a correction, use the back button in your browser. If all the details are correct, click on "payment due."
- 2.5 The ordering process is now complete. Pros' Pro saves the order, which you can view under the heading "My account LOGIN."
- 2.6 Please note that due to our extremely tightly calculated prices, we cannot process orders under €39 (excluding shipping costs).

3. Prices and terms of payment

- 3.1 Prices shown on our website are final, including the applicable statutory VAT.

- 3.2 In addition, there is a shipping fee for deliveries, the amount of which is displayed to the customer before the order is placed.
- 3.3 For deliveries within Austria we charge a shipping fee of €7,20 per delivery, to Germany €8,40. This does not apply to products for which higher shipping costs are also explicitly stated. For these products, stated shipping costs shown rather than flat-rate shipping costs apply.
- 3.4 Payment for goods and products takes place prior to their delivery by means of prepayment, payment service (PayPal), credit card, or for delivery in Austria or Germany, optionally by cash on delivery. The cash on delivery fee is €4.20 including VAT for deliveries in Austria and €19.20 including VAT for deliveries in Germany.
- 3.5 Pro's Pro would like to inform you that import duties may be applicable for deliveries to certain countries (e.g. Switzerland). Pro's Pro has no influence over the costs incurred. In this case, please inform yourself about costs incurred for an order at the responsible customs authorities. These costs are only charged when goods are imported into the respective country. Pro's Pro expressly does not invoice, collect or check these fees in advance and they are not included in the shipping fee. Pro's Pro reserves the right to demand from customer reimbursement of any customs fees if and to the extent that it pays these fees to the delivery service.
- 3.6 The customer is only entitled to compensation if the counterclaims are legally established or undisputed by Pro's Pro. Exercising a right of retention is only permitted if the counterclaim stems from the same legal relationship.

4. Delivery and shipping conditions

- 4.1 Goods and products ordered are delivered to the location specified by the customer as the delivery address. Unless otherwise stated, delivery takes place immediately after the contract conclusion or payment receipt.
- 4.2 Availability of goods and products as well as their time of dispatch result from information provided when the order process is concluded. Information relates to Pro's Pro's dispatch time and not to the customer's receipt of the goods and products.
- 4.3 Unless a specific deadline or a fixed delivery date has been expressly agreed or promised, delivery deadlines specified by Pro's Pro are approximate target dates and information. Approximate delivery times for the goods and products offered are indicated in connection with the specific offer.
- 4.4 If Pro's Pro cannot meet the specified delivery times for reasons for which it is not responsible (e.g. unavailability of the ordered item), Pro's Pro will inform the customer of this immediately and at the same time issue a new, reasonable, approximate delivery time. If the article ordered is still not available even within this new specification, both the customer and Pro's Pro are entitled to withdraw from the contract. Pro's Pro will immediately reimburse any consideration the customer has already provided.
- 4.5 If delays in delivery and performance happen for which Pro's Pro is not responsible and which occur due to force majeure and events that make delivery more difficult or impossible for Pro's Pro (including strikes, lockouts, official regulations), even if they occur with Pro's Pro's suppliers or their suppliers, delivery times are extended by the duration of the respective obstacle.

4.6 Should Pro's Pro fail to meet a specific delivery deadline for reasons for which it is responsible, the customer must initially grant Pro's Pro a grace period of 14 days.

5. Transfer of risk and damage in transit

5.1 Liability for accidental loss and deterioration of the item sold – also in the case of mail order sales – is transferred to the consumer (customer) when the goods are handed over. This transfer is still valid if the customer is in default of acceptance.

5.2 Delivery to the address provided by the customer will be made with the help of a corresponding freight and delivery service. In accordance with law, Pro's Pro bears the risk of the ordered goods being lost or damaged during transport, provided that the customer is not in default of acceptance.

5.3 In order to assert possible claims for transport damage against the transport company, externally recognizable transport damage must be reported to the parcel carrier upon order delivery.

5.4 In principle, the customer has no obligation to open the package upon delivery and examine it for transport damage. However, if transport damage is reasonably likely, e.g. because the package is visibly badly damaged, squashed, torn or the contents of fragile goods clink during a "shake test," the customer must open the package in the presence of the parcel carrier and check whether the goods are broken, deformed or goods with housings clink when shaken. If this check reveals transport damage, this must be reported to the parcel carrier and confirmed by them, which they are obliged to do. Please leave the merchandise – inasmuch as possible – in the original packaging and do not use it.

5.5 In such case, we ask you to contact us by telephone at +43 732 66 01 01 or by e-mail at rma@pros-pro.com so that we can take care of the process.

5.6 The customer's statutory (warranty) rights, in particular his rights in the event of defects in the item or due to any transport damage, are not affected or restricted by the above provisions.

6. Retention of title

6.1 Pro's Pro retains ownership of the delivered goods and products until the purchase price has been paid in full.

6.2 Before the complete transfer of ownership, a disposition, in particular a pledge, transfer by way of security, processing or transforming the item is not permitted without Pro's Pro's express consent.

7. Customer's right of withdrawal

7.1 Consumers reserve the right of withdrawal in accordance with the provisions of the Distance Selling Regulations.

7.2 The cancellation policy for Austrian consumers can be found in the respective order.

7.3 The cancellation policy for German consumers can be found in the respective order.

7.4 If the goods are returned to Pro's Pro as a result of the right of withdrawal, the customer must pack them securely in such a way that damage to the goods is avoided. In case of doubt, the customer must use the packaging with which

Pro's Pro delivered the goods. Damages due to inadequate or insecure goods packaging are billed at the customer's expense.

- 7.5 Please contact us in the event of a return order to make the processing of this as convenient as possible for you. We are reachable by telephone at +43 732 66 01 01 or by e-mail at rma@pros-pro.com.

8. Customer's warranty rights

- 8.1 The customer's warranty rights, especially in the event the purchased item does not have the agreed quality at the time of the transfer of risk, are based on statutory provisions.
- 8.2 The period within which the customer can assert claims for defects (warranty period) is two years for new items, beginning with the item delivery. The warranty period for used items is one year, starting with the item delivery.
- 8.3 The customer's rights based on a defective item do not apply if the defect is based on the fact that the customer changes, improperly uses or installs the products without Pro's Pro's consent. The same applies if the product is not used in accordance with the respective manufacturer's guidelines and specifications.

9. Liability

- 9.1 Pro's Pro's liability for breaches of duty that do not consist of a defect or have caused damage beyond the defect, is governed by statutory provisions, unless otherwise specified below.
- 9.2 Pro's Pro's liability, irrespective of legal basis, is unlimited for damage that Pro's Pro causes intentionally, brings about through gross negligence or that result from culpable (i.e. at least negligent) injury to life, body or health.
- 9.3 The liability of Pro's Pro, its legal representatives and vicarious agents is limited in amount to the foreseeable damage typical of the contract, resulting from Pro's Pro's slightly negligent breach of essential contractual obligations (these are obligations whose fulfillment constitutes the proper contract execution in the first place and with which the customer may reasonably expect to be complied with; i.e. obligations whose violation would jeopardize achieving the contract's purpose). In this case, however, Pro's Pro's liability is limited to replacing the foreseeable, typically occurring damage depending on the type of goods or product.
- 9.4 The customer is always responsible for checking whether the use and application of the goods and services provided by Pro's Pro meet his technical needs and requirements. The customer must inform himself in advance of the system requirements for operating and using Pro's Pro's goods and services in case of doubt. The customer bears damage due to insufficient technical knowledge or improper use of Pro's Pro goods.
- 9.5 The above liability limitations do not apply to claims under the Product Liability Act, fraudulent concealment of a defect or lack of a guaranteed quality or property of the item sold.

10. Data protection

- 10.1 Pro's Pro would like to indicate that the customer's personal data provided as part of the order process are stored for processing the order and contract. Pro's Pro uses all personal data only for the purpose of fulfilling the customer's orders within the context of the contractual relationship. When an order is placed with

Pro's Pro, the name, e-mail address, address details, shipping address, bank code and account number and, if applicable, credit card number including the expiry date are required.

- 10.2 In addition, personal data will always be treated in accordance with the applicable provisions of data protection law.
- 10.3 Without your express consent or without a legal basis, personal data will not be passed on to third parties outside the contract.
- 10.4 The customer is entitled to request information about the scope and purpose of data processing and is entitled to request correction, blocking or deletion of his stored personal data. Such inquiries and information should be addressed to:
Name: Pro's Pro Versand GmbH
Address: Fröbelstraße 24, A-4020 Linz, Austria
Fax: +43 (0) 732 66 01 01-40
E-mail: rma@pros-pro.com

11. Final provisions

- 11.1 These terms and conditions are final and include the complete agreements between the parties. In particular, earlier agreements, presentations, advertising brochures, etc. are not part of the contract. There are no verbal agreements or ancillary agreements to these terms and conditions.
- 11.2 Provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) do not apply.
- 11.3 The contract language is German.
- 11.4 Changes or additions to the terms and conditions must always be in writing to be effective. The same applies to the waiver of this written form requirement.
- 11.5 Should individual provisions of these terms and conditions be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a regulation that comes as close as possible to the economic purpose of the invalid or unenforceable provision. Insofar as these are provisions that are essential or cannot otherwise be omitted without endangering the contract's purpose, the contracting parties undertake to interpret the contract in such a way, taking into account the intended purpose of the ineffective provision or replace it with a different, effective and workable regulation, so as to achieve its economic and legal purpose as far as possible.

12. Online dispute resolution

- 12.1 Consumers have the option of using the "OS online platform" to settle any disputes. The EU Commission's platform for online dispute resolution can be found at: www.ec.europa.eu/consumers/odr.
We would like to inform you that we do not participate in dispute settlement proceedings before a consumer arbitration board and are not legally obliged to do so.

Pro's Pro Versand GmbH | Headquarters: Fröbelstraße 24 | A-4020 Linz, Austria
Commercial register number: 394778 | Commercial register court: Landesgericht Linz
Sales tax ID No.: ATU67883926
Managing director: Doris Hockl

Status: January 25, 2023