

## Terms & Conditions for B2B

Gottstein GmbH & Co. KG, A-6430 Ötztal-Bahnhof, Industriestrasse 31

### 1. General:

1.1. These general terms and conditions apply to all business transactions between Gottstein GmbH & Co. KG and their contractual partners, hereinafter referred to as "Customer." Deviating conditions of our Customer that we do not expressly acknowledge are not binding on us, even if we do not expressly object to them. Please note that for business transactions in the field of our fabrics there are special terms and conditions binding.

1.2. These general terms and conditions are the framework for future and informal orders, as well as for services provided by us.

### 2. Orders, Acceptance, Prices:

2.1. The contract becomes legally effective as soon as we confirm acceptance in writing via email. All offers and information are non-binding, and we reserve the right to sell stock items elsewhere.

2.2. If the Customer does not raise objections to the content of the order confirmation within 24 hours of receiving it, it is explicitly accepted.

2.3. Acceptance of an order may be conditional upon an advance payment.

2.4. Prices are exclusive of the statutory value-added tax, in Euros, ex works, and do not include any return costs. Costs for import duties and other government charges are not included. Export costs to non-EU countries will be billed to the Customer.

2.5. The Customer expressly accepts the price specified in the order confirmation.

2.6. Prices are always subject to potential increases from our suppliers and raw materials.

2.7. We reserve the right to deviate from the indicated prices without prior notice.

### 3. Delivery, transport and damages:

3.1. The delivery date is considered met when the goods are ready to be shipped or when they have been handed over to the carrier.

3.2. We are entitled to partial deliveries. The delivery times are subject to change and are not binding for us. Partial deliveries cannot be rejected by the customer.

3.3. In the event of a delay the customer has to provide us with a grace period of at least 12 working days by registered letter. An agreed delivery date will be extended appropriately in the event of unforeseen obstacles, force majeure, strikes or lockouts, incorrect or late self-delivery or other circumstances for which we are not responsible. The same applies if non-compliance with the delivery deadline is due to circumstances for which the customer is responsible, such as non-compliance with payment deadlines or subsequent changes. If the customer defaults on acceptance, we have the right to enforce compliance with the purchase contract and to charge storage costs to an appropriate extent until delivery.

3.4. Claims for damages resulting from late delivery are not excepted.

3.5. Delivery takes place „ex works“ unless expressly agreed. In the absence of a special agreement, the shipping route and means of transport are subject to our choice, excluding any liability.

3.6. If the customer requests the transport to be carried with a different shipping company than the one we use, the shipping costs will be invoiced to the customer.

3.7. The customer has to accept the ordered goods at any time. In the event of a refusal, the risk and costs of return shipping, storage and/or other necessary costs will be borne by the customer.

3.8. Even if delivery conditions other than “ex works” are agreed with the customer, our present terms and conditions apply exclusively.

3.9. The customer must inspect the goods immediately upon receipt and report any defects to us in writing and immediately. If the customer fails to do this, the goods are deemed to have been expressly accepted.

3.10. Shipping is at the risk of the customer. The risk is transferred to the customer upon loading; if delivery is prevented for reasons within the customer's control, the risk is transferred when the goods are ready for dispatch. We assume no liability for any damage.

3.11. When the goods are delivered, they must be checked immediately for possible transport damage in the presence of the delivery person. Possible damage must be noted and documented with photos. Transport damage that is not reported immediately will not be accepted.

### 4. Cancellations, returns, complaints:

4.1. Cancellation of an order is generally possible up to 2 days after receipt of the order by the customer, in which case we are entitled to charge a cancellation fee of 30% of the purchase price plus all additional costs.

4.2. As a general rule, purchased goods cannot be exchanged or returned.

4.3. Returns require our express approval.

4.4. Wool items and slippers made of wool can have a different visual appearance depending on the color and therefore look different. This is unavoidable due to the natural properties of wool and is not a reason for a complaint. There may also be differences per batch and delivery. This will also not be accepted as a reason for a complaint.

4.5. Models produced for the customer including a “private label” are excluded from returns and must be accepted in their entirety. If the customer withdraws from the contract, we reserve the right to pass on to the customer at least the raw material and other costs incurred such as transport costs, handling, production costs already incurred, labeling, storage costs, etc. If the contract is not adhered to, we are free to resell the goods, even if they are under the customer's label.

4.6. Our products are made by hand in our factory with great care. Each piece is unique. Possible contamination, fibre residues, optical deviations, occasional moths, etc. are therefore not defects and cannot be complained about.

4.7. Soles made of and with latex can cause white drying or residue to form. This is a natural process and does not constitute a reason for a complaint.

4.8. The illustrations, drawings, brochures, advertising literature, price lists, directories, etc. relating to our goods and services and the data contained therein, such as technical properties, dimensions, weights, quality and performance, etc., are only approximately authoritative. We reserve the right to change the shape, design and color. We also reserve the right to substitute individual components such as soles, labels, and packaging. In the event of subsequent changes, there is no obligation to notify the customer.

4.9. In order to ensure appropriate longevity, compliance with our care instructions is essential. If the products are not regularly treated in accordance with the care instructions, any claim to complaint will be

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void. Unless explicitly stated otherwise in the product care instructions, our products are not washable.

4.10. From time to time it can happen that an incorrect item is sent. This includes for example, incorrect sizes, unequal pairs, incorrect colors or incorrect packaging. This does not constitute a reason for a complaint, but will be corrected through a return and replacement delivery.

4.11. Goods that are disputed and/or are returned without our approval will be refused and returned to the customer at the customer's expense.

4.12. If we accept a return for whatever reason, this in no way means any assurance on our part to the customer, nor does it mean that the customer has a right to, for example, return, cancellation, credit, replacement, etc. We would also like to point out that in such a case, from the time of takeover until collection by the customer or until our written consent (clarification), the current storage costs per day will be invoiced to the customer. The risk and liability remain with the customer.

4.13. Complaints must be made to us in writing within 8 days of receipt of the goods, stating the reasons. It is essential to state the type and justification of the complaints as well as the item number and color of the goods; otherwise and after this period has expired, the goods delivered are deemed to have been accepted by the customer.

#### 5. Payment and retention of title:

5.1. Unless otherwise agreed, our invoices are due for payment net without deductions within 10 days of the invoice date. Payments must be made by bank transfer to our bank account.

5.2. The purchaser cannot set off counterclaims unless the counterclaims have been legally established or acknowledged by us in writing. The purchaser also has no right of retention for counterclaims.

5.3. Payment is only considered final when the entire invoice amount has been paid, if applicable less any agreed discounts. No further discounts will be accepted.

5.4. In the event of late payment, default interest of 5% and a reminder fee of €5 for the first reminder, €20 for the second reminder and €30 for the third reminder will be charged.

5.5. If circumstances become known after conclusion of the contract that are likely to affect the customer's creditworthiness, we are entitled to make outstanding deliveries only against advance payment or security. In such a case, we remain free to resell the customer's goods, even if they were produced in a color and/or shape exclusively for the customer and under the customer's name.

5.6. The goods remain our property until full payment, even if they have already been processed or sold to third parties.

#### 5.7 Extended Retention of Title

The delivered goods shall remain our property until full payment of all present and future claims arising from the ongoing business relationship has been made. The customer is entitled to process or resell the goods subject to retention of title in the ordinary course of business.

If the goods are processed, combined, or mixed, such processing shall be deemed to be carried out on our behalf as manufacturer within the meaning of Section 950 of the German Civil Code (BGB). In this case, we shall acquire co-ownership of the new product in proportion to the invoice value of the goods subject to retention of title relative to the value of the new product. If the goods subject to retention of title are resold together with other goods not belonging to us, the customer hereby assigns to us, in advance, a proportionate share of the claims arising from the resale equal to the invoice value of the goods subject to retention of title.

The customer remains authorized to collect these claims. Our right to collect the claims ourselves remains unaffected. However, we undertake

not to collect the claims as long as the customer duly meets their payment obligations, is not in default of payment, no application for the opening of insolvency proceedings has been filed, and there is no other deficiency in the customer's financial capacity.

#### 6. Data protection:

6.1. The customer agrees that the customer's personal data required to process the business relationship may be stored by us and processed for the purpose of marketing measures.

6.2. The customer expressly agrees that information and advertising may also be sent to him via email.

6.3. The customer undertakes to inform us of any changes to his residential or business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If notification is omitted, declarations are deemed to have been received even if they are sent to the last announced address.

6.4. The customer expressly agrees that we are entitled to obtain credit information about him.

#### 7. Place of performance and jurisdiction:

7.1. The place of performance is Ötztal-Bahnhof in Tyrol, for both parties for all current and future claims arising from the business relationship, the execution of the order and the customer's payment obligation.

7.2. If the customer is a minor or non-merchant within the meaning of the commercial law provisions, the commercial law provisions are deemed to have been agreed unless they are changed by the above conditions.

7.3. Austrian law applies exclusively, even for deliveries abroad. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the competent court in Imst Tirol. The contract language is German.

7.4. If individual provisions of the General Terms and Conditions are or become ineffective, the respective provision is reduced to the legally permissible content that comes closest to it. This does not affect the effectiveness of the remaining provisions and the contract. 7.5. Nebenabreden, Zusatzleistungen oder Vorbehalte sind nur rechtsverbindlich, wenn sie von uns schriftlich bestätigt worden sind.

7.6. The customer's rights under the contract are not transferable.

7.7. The general terms and conditions of sale for B2B sales should apply to all points not expressly stated.