



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Scope / Commitments / Future business

These General Terms and Conditions of Sale and Delivery, irrespective of different written agreements in individual cases, are a constituent part of all delivery and sales business - online or via other sales channels - of Wintersteiger AG, A-4910 Ried im Innkreis, J. M. Dimmelstraße 9, (hereinafter WINTERSTEIGER) in particular with regard to machinery, machine accessories and spare parts including repairs and various products sold under the "Boot-Doc" and "Hotronic" brands, such as insoles ("Boot-Doc") and heating/drying products for gloves or shoes and heat-up socks ("Hotronic"). Contracts concluded via the online shop of WINTERSTEIGER shall, unless otherwise expressly agreed, be deemed to have been concluded with WINTERSTEIGER. The product range on offer in the online shop of WINTERSTEIGER is aimed exclusively at businesses within the meaning of the Commercial Code (Unternehmensgesetzbuch, UGB). Employees, sales representatives and commercial agents are not authorized to give commitments of any kind. These General Terms and Conditions of Sale and Delivery also apply, unless different terms are agreed in writing, to future business of the aforementioned kind without their validity requiring agreement in each individual case. Contractual terms contrary to these General Terms and Conditions of Sale and Delivery, in particular in the buyer's or customer's (hereinafter Customer) business terms or contract forms, are in every case to be regarded as excluded by agreement.

2. Quotations / Refusal / Alterations

All quotations are made without obligation. The product presentation in the online shop of WINTERSTEIGER does not constitute a binding offer to conclude a contract. Rather it is a non-binding invitation to order products from the online shop of WINTERSTEIGER. The submission of an offer/issue of a purchase order by the Customer via the online shop of WINTERSTEIGER shall be carried out by completing the order page and by clicking the "Place binding order" button. WINTERSTEIGER reserves the right within a period of six weeks to refuse acceptance of a contract received on the basis of a quotation. Information and statements concerning the properties of products of any kind in price lists, leaflets, brochures, product descriptions and other printed matter or published material, in the online shop of WINTERSTEIGER or in any document available to download, print and save in the download area of the online shop of WINTERSTEIGER, give only an approximate description and represent in every case non-binding information concerning average values. Construction, form, equipment and colour are subject to alteration in so far as the specified use of the purchase item is not thereby excluded.

3. Ordering / Confirmation of contract / Variation

The Customer's contract/order together with the documentation and information provided by the Customer, form the basis on which the goods and/or services are to be provided by WINTERSTEIGER. It is not the responsibility of WINTERSTEIGER to verify the documents and information provided by the Customer with regard to general ambiguities, incompleteness nor to verify whether they are suitable for the intended purpose. The Customer is committed to his order for a period of six (6) weeks. After placing an order via the online shop, the Customer receives an automated e-mail confirming receipt of the order by WINTERSTEIGER (confirmation of receipt), however this does not constitute acceptance of the contract by WINTERSTEIGER. A contract does not come into force until it is confirmed in writing or a delivery - without prior express confirmation of acceptance - has been made. Silence does not imply acceptance of a contract. The Customer is obliged to verify the confirmation of contract immediately. If the confirmation of contract differs from the order, it is to be regarded as approved by the Customer unless the Customer gives notice in writing to the contrary within a period of three (3) days.

4. Delivery / Delivery dates

Delivery dates and deadlines are always assumed to be estimated dates, even if this is not expressly stated. WINTERSTEIGER will nevertheless endeavour to meet delivery dates. It is a condition of adherence to delivery dates and deadlines that the Customer fulfils all the contractual commitments of the continuing business relationship. Delays by the Customer in providing data, information or documents necessary for the fulfilment of the contract will entail a corresponding delay to delivery dates and deadlines. Production and delivery obstacles which are not the responsibility of WINTERSTEIGER, such as force majeure, strikes, shutdowns, supply delivery problems, curtailment or loss of working time, transport problems and measures taken by official authorities will entail an appropriate extension to delivery dates and deadlines. In the case of a delay in delivery for which WINTERSTEIGER is responsible, the Customer may, with regard only to the products affected by this delay and excluding any further claims, either still demand specific performance or withdraw from the contract having set expressly and in writing a period of additional respite of at least eight (8) weeks. The withdrawal is only legally valid in the case that WINTERSTEIGER culpably fails to comply with the period of additional respite. In the case of contracts for successive deliveries the right of withdrawal exists only with regard to each individual delivery. WINTERSTEIGER also has the right to make partial deliveries. WINTERSTEIGER reserves the right to determine the mode of transport which does in no case include unloading. Despatch of any kind will be "EXW according to Incoterms 2010" from the relevant WINTERSTEIGER factory (e.g. EXW Ried/Innkreis) and in each case the cost and risk are to be borne by the Customer; in the case of despatch from the factory the risk is even transferred to the Customer if delivery was agreed as "free domicile" or "carriage paid". WINTERSTEIGER - even without the Customer's express order to do so - also has the right but not the obligation to arrange insurance for any damage in transit at the Customer's expense. Unless otherwise expressly agreed, WINTERSTEIGER shall choose the most appropriate route and means of transport at its professional discretion; WINTERSTEIGER is under no obligation to choose the cheapest and/or the quickest means of delivery. If insolvency proceedings are commenced against the Customer, or if bankruptcy proceedings regarding the assets of the Customer are not commenced due to lack of marginal assets, or if execution proceedings are commenced against the Customer, or if a considerable deterioration in the financial circumstances of the Customer arises, or if there should be doubtful credit information concerning the Customer, or if the Customer delays payment to WINTERSTEIGER, WINTERSTEIGER is entitled to demand immediate payment of all amounts including those not yet due for payment. Furthermore WINTERSTEIGER is entitled to make further deliveries contractually confirmed by WINTERSTEIGER conditional upon payment in advance or indemnification even if these have not been agreed. Products ordered "on request" or "on collection" or on a similar basis will be stored from the agreed time of request or collection on the premises of WINTERSTEIGER or, at WINTERSTEIGER'S wish, with a third party at the Customer's expense and risk. In the case of default in acceptance by the Customer, for reasons beyond his control, if the Customer is a company, WINTERSTEIGER is entitled to either store the goods at the Customer's own cost and risk in a public warehouse or securely store it in any other way or, on giving notice (except in case of imminent danger or in the event of impossibility or impracticality), to realise the value of the products by private contract in discharge of its obligations, in particular by disposal to a third party.

5. Reservation of rights and ownership

All rights to documents such as drawings, plans, samples and operating instructions, which were either included with the delivery or made available to download, print and save in the download area of the online shop of WINTERSTEIGER, are reserved. These documents may not be processed nor reproduced nor made available or forwarded to third parties without permission and are to be returned on request. WINTERSTEIGER expressly reserves the right to ownership of all goods and rights until payment is made in full. In the case of delay in payment WINTERSTEIGER is entitled to demand the return of the reserved goods; the retrieval of the reserved goods does not represent a withdrawal from the contract. WINTERSTEIGER will further dispose of the goods by private contract and credit the Customer with the proceeds, having deducted all expenses associated with the retrieval and further disposal of the goods. Seizure of the reserved goods instigated by WINTERSTEIGER does not imply a renunciation of ownership. If the Customer should dispose of the reserved goods, all claims by the Customer against third parties resulting from such disposal up to the amount of the still unresolved claims are to be considered to have been assigned to WINTERSTEIGER for the purpose of payment. The Customer is obliged to reveal all information regarding buyer, purchase price, delivery date, location of the goods, etc. and immediate disclosure of the transfer. If the goods are confiscated by the Customer, he is obliged to deposit the proceeds separately. In the case of seizure of the reserved goods by a third party including attachment, confiscation or similar actions, the Customer is to indicate WINTERSTEIGER'S right of ownership and to notify WINTERSTEIGER immediately in writing. The Customer will completely indemnify WINTERSTEIGER for all expenses incurred in the prevention of any seizure of the reserved goods. Having given due notice WINTERSTEIGER is entitled to withdraw from the contract and to collect the reserved goods if the Customer delays fulfilment of his obligations - even for reasons beyond his control - or if circumstances arise which compromise the rights of WINTERSTEIGER (see e.g. sub-clause 4 above).

6. Prices / Payment

Prices apply as ex warehouse of WINTERSTEIGER in Ried/Innkreis or ex works excluding carriage, packaging and insurance and are exclusive of the current rate of VAT. Contracts for which no definite prices have been expressly agreed will be charged according to the list price valid on the date of delivery. Invoices are payable without discount thirty (30) days after date of invoice. Orders placed via the online shop of WINTERSTEIGER can be paid for on credit, in advance, cash on delivery, credit card or direct debit. If choosing payment in advance, the invoice amount must be transferred to the account indicated by

WINTERSTEIGER within 10 working days of receiving the order confirmation. If paying by credit card, the purchase price at the time of ordering is pre-authorized on the Customer's credit card, but the actual charge is debited from the Customer's credit card account at the time of dispatching the product(s). If paying by direct debit, the Customer must bear any costs resulting from a returned transaction due to lack of funds or due to incorrect bank details. If this date is exceeded, invoices shall be considered in arrears without any further warning. WINTERSTEIGER reserves the right – even having confirmed a contract – to increase the prices to WINTERSTEIGER'S list price as on the delivery date in the case of increases in the costs of significant materials, raw materials, carriers, increases in labour costs due to mandatory statutory provisions or collective contractual conditions, changes in exchange rates or conditions, increases in charges or increases in transport and delivery costs. Costs which are due to subsequent changes or adjustments to the order, will be borne exclusively by the Customer.

Bills of exchange and cheques will only be accepted if expressly agreed, without obligation for production or protestation and only on account of payment. Acceptance will be at the value applicable on the day on which WINTERSTEIGER can have disposal of the equivalent value. Discount charges and all costs associated with the discharge of the cheque or bill of exchange will be borne by the Customer. Incoming payments will be credited first to costs and expenses, then interest and finally capital; WINTERSTEIGER is entitled to credit incoming payments against the longest-standing unpaid items. In the case of a default in payment on the part of the Customer, the Customer is obliged to pay interest on arrears at an annual rate of 9.2% above the current base rate of the European Central Bank, at least, however, at a minimum of 1% per month; for circumstances beyond the control of the Customer, the Customer shall pay interest on arrears at an annual rate of 4%. All guaranteed discounts, deductions or other concessions will be regarded as not granted in the case of a default in payment or if insolvency proceedings are commenced against the Customer. If the Customer is in arrears with payment – even for reasons beyond his control – he is obliged to pay the reminder and collection costs (e.g. solicitors' fees, debt collection agency's fees, etc) incurred in the due extra-judicial collection of the claim.

7. Cancellation

The Customer is not entitled to cancel the contract either as a whole or in part. If WINTERSTEIGER should accept a cancellation in an individual case, the Customer is obliged to pay a lump sum of 30% of the contractual amount to WINTERSTEIGER. The assertion of a claim for a higher amount of damages is reserved.

8. Bank guarantee / Letter of credit

For all prices and payments WINTERSTEIGER reserves the right to demand an abstract, divisible bank guarantee from a first class Austrian bank or the opening of an irrevocable, divisible and transferable documentary credit confirmed by a first class Austrian bank.

9. Warranty

Without express written agreement WINTERSTEIGER does not provide a guarantee for a specified utility or usability of the goods. WINTERSTEIGER will only give a warranty on defective material if a replacement can be demanded from the supplier and, moreover, there is evidence that WINTERSTEIGER should have recognised the defect by exercising due care. In the case of loss of any entitlement due to a defect, the Customer is obliged to check all (partial) deliveries from WINTERSTEIGER immediately and thoroughly - including their suitability for the intended purpose – and to immediately notify WINTERSTEIGER in writing of any defects, describing them in detail. The Customer is not entitled to withhold payments because of insignificant defects or to withhold payment for one part of the products because another part is showing significant defects. The Customer is responsible for proving that a defect existed at the time of the delivery. The Customer is obliged to support WINTERSTEIGER in identifying and correcting defects and to enable all required measures (such as access, inspection of documents, etc). If the Customer does not comply with his obligation to co-operate in the rectification of defects despite a written warning by WINTERSTEIGER, any claims resulting from a defective service become invalid. Provided that justified complaints regarding defects have been made within the specified period of time and in a proper manner and excluding further claims, the defects will be remedied either by rectification or replacement as desired by WINTERSTEIGER within an appropriate period of at least eight (8) weeks. In the case of minor defects WINTERSTEIGER is entitled but not obliged, instead of correcting or replacing the goods, to grant an appropriate reduction in price, in particular in cases where a rectification or replacement would entail disproportionate costs. In the case of minor and major defects WINTERSTEIGER is entitled but not obliged to take back the goods in return for a credit note to the value of the order, excluding further claims. The original warranty period is not interrupted by rectification or replacement. All claims under a warranty are invalid if the goods have been used, altered, modified, repaired or in any other way interfered with by the Customer or a third party. If WINTERSTEIGER should be responsible for a delay in rectifying or replacing goods, the Customer may withdraw from the contract only in respect of the goods affected by this delay excluding any further claims, having expressly set in writing an appropriate period of additional respite of at least eight (8) weeks. The withdrawal only becomes legally valid if WINTERSTEIGER exceeds the expressly set period of additional respite. In the case of minor defects there is to be no right of withdrawal. The warranty period expires within six (6) months after the actual delivery of the goods to the Customer.

10. Compensation

WINTERSTEIGER's liability is limited by cause to such damages that can be shown to be caused by WINTERSTEIGER either intentionally or due to gross negligence. WINTERSTEIGER's liability is further limited in all cases to a net amount of EUR 100,000.—or to the value of the order and/or the goods, whichever is higher. WINTERSTEIGER is not liable to make good any losses due to delayed delivery or delays in rectification or replacement, consequential losses due to defects, financial loss, loss of profit or losses incurred by third parties. If the Customer fails to abide by the recommendations or conditions stated for the use of the goods (e.g. operating instructions or similar) by WINTERSTEIGER, WINTERSTEIGER shall not be required to provide damages. Claims for damages in every case must be asserted in court within a maximum period of one (1) year from the date of actual delivery to the Customer or his representative, with further claims being excluded. No liability will be accepted for claims asserted or damages arising after this period. The above exclusions and limitations as to liability apply also to damages caused by persons for whom WINTERSTEIGER is responsible. In the case of fabrications produced by WINTERSTEIGER on the basis of drawings, plans or other information provided by the Customer, the Customer will indemnify WINTERSTEIGER in any respect, including interest payments and costs, against all infringements of third parties' rights especially of industrial property rights.

11. Exclusion of right to appeal

If the Customer is a company, the Customer shall waive the right to appeal contracts with WINTERSTEIGER on the grounds of reduction by half in accordance with Section 351 of the Austrian Commercial Code (UGB).

12. Offset / Joint liability / Retention / Refusal to perform

The Customer may not offset his counterclaims against the claims of WINTERSTEIGER. If there are several Customers they accept joint liability. The Customer is jointly responsible for all demands from WINTERSTEIGER, even if at his request the invoice is made out directly to a third Customer or delivery is effected and/or services are rendered to a third party. The Customer has no rights of retention or to withhold performance in so far as there are no mandatory legal regulations to the contrary. For as long as the Customer does not fulfil all his obligations or commitments to WINTERSTEIGER, the latter is entitled to retain all services and deliveries.

13. Stipulation requiring written form

Commitments by WINTERSTEIGER or alterations to the contract must in every case be confirmed in writing by WINTERSTEIGER for them to be legally valid. Communication by fax is sufficient to comply with this written form requirement.

14. Deliveries

WINTERSTEIGER will make deliveries to the Customer at the address most recently supplied by the Customer. The Customer is obliged to notify WINTERSTEIGER of changes of address as otherwise deliveries made to the last address supplied will be regarded as having been accomplished.

15. Data protection

The Customer hereby expressly agrees that for the duration of the contract any personal and/or company data he provides that is necessary to handle the delivery and sales transactions can be collected, saved, used and processed. Furthermore, the statutory data protection regulations in Austria shall apply.

16. Industrial property rights and copyright

Plans, drawings, sketches, design documents, samples, catalogues, brochures, illustrations and operating instructions shall remain the intellectual property of WINTERSTEIGER and shall be subject to the statutory provisions applicable in Austria, in particular the Federal Law against Unfair Competition (UWG) and the Copyright Act (UrhG). Documents provided to the Customer may not be passed on, reproduced nor made accessible to third parties, or in any other way supplied and/or used for commercial purposes, without the approval of WINTERSTEIGER. It is prohibited to pass such documents - including parts thereof or in a reworked form - on to third parties without the consent of WINTERSTEIGER.

17. Escape clause

Nullity or invalidity of individual provisions in the General Terms and Conditions of Sale and Delivery and the contract do not affect the legal validity of the remaining conditions; in this case, those agreements, which are legally valid and most closely approximate to the original intention, will apply.

18. Place of performance, legal venue and applicable law

It is agreed that for all claims arising from the business relationship with WINTERSTEIGER, Ried im Innkreis is to be the place of performance and the appropriate court in Ried im Innkreis is to be solely competent. WINTERSTEIGER nevertheless reserves the right to take proceedings against the Customer at the location of his head office. It is agreed that relevant Austrian law will apply to the contract and all claims arising from it or associated with it. The applicability of United Nations agreements regarding international trade is expressly excluded.

Date: 09/2015