

## **General Commercial Terms and Conditions**

General commercial terms and conditions effective as of March 2017  
in our Company's point of mail-order sale  
DRAUSSEN Kids Outdoor GmbH / Stripe  
Fürstenberggasse 6A, 3002 Purkersdorf, Austria  
E-mail: [service@enjoy-draussen.com](mailto:service@enjoy-draussen.com)  
Homepage: [www.enjoy-draussen.com](http://www.enjoy-draussen.com)  
Number in the Register of Entrepreneurs: FN 467954 v, Court Register  
of Entrepreneurs: LG St. Pölten  
Office in accordance with ECG: LG St. Pölten  
Head officer: Robert Weinfurter  
Tax identification number: ATU72131828  
DRAUSSEN Kids Outdoor GmbH

### **International and domestic banking details:**

**BIC: IBAN:**

- **1. Scope of commercial terms and conditions**

Prime Distribution operates an online shop on the website [www.enjoy-draussen.com](http://www.enjoy-draussen.com). These commercial terms and conditions, as may be effective at the time of signing the agreement, shall apply to commercial transactions between you and DRAUSSEN Kids Outdoor GmbH / Stripe (hereinafter referred to also as DRAUSSEN ). DRAUSSEN does not accept any other commercial terms and conditions, including those you represent, except for those which we had previously expressly approved in writing under the pain of invalidity.

When you place your order, it is deemed that you have accepted our commercial terms and conditions, which at the same time become an integral part of any individual purchase contract. Any changes to general commercial terms and conditions shall be published on the website [www.enjoy-draussen.com](http://www.enjoy-draussen.com) or else invalid.

- **2. Conclusion of the contract**

Placing an order constitutes your legally binding offer for conclusion of a contract. After you have placed your order on our website [www.enjoy-draussen.com](http://www.enjoy-draussen.com), you will receive a reply e-mail with all the details regarding your order: product name, terms of delivery, terms of payment and delivery itself. (The e-mail is a confirmation of your order). Pursuant to the confirmation, we accept the order and thus a purchase contract is concluded. When we send the ordered goods to you, you will also receive an electronic information (confirmation of dispatch). The performance under the contract shall be provided in our Company's registered office.

We explain that DRAUSSEN is not bound by your offer until it accepts your online order referred to hereinabove. If the order is not completed for whatever reasons, you will be informed thereof by e-mail. You will

also be informed if your order exceeds the amount of goods available in our warehouse, or if the goods exceptionally may not be delivered to you. Applicable law, jurisdiction unless statutory, mandatory rule of law provides otherwise, disputes shall be resolved in accordance with Austrian law. United Nations Convention on International Sale of Goods, as well as any other agreements regarding international transactions shall apply. The language of the contract shall be the German language. The Parties to the contract agree that the jurisdiction shall be vested in Austrian national courts. To any disputes arising in connection with the contract and resolved by the court, mandatory arrangements at the customer's registered address/office shall apply. If a dispute is not connected with a consumer transaction, the jurisdiction shall be vested exclusively in the relevant local court according to our enterprise's registered office.

- **3. Right to withdraw from the contract**

### 3.1. Right to withdraw from the contract for Austrian customers

#### 3.1.1. Right to cancel

You may withdraw from the purchase contract concluded with our branch within 10 days, without the need to state your reasons. This time limit starts upon reception hereof in writing, however, no sooner than upon delivery of the goods to the client. The day when the time limit starts shall not be counted thereto (that is the day of conclusion of the contract or the day of delivery to the client). You may withdraw in writing by e-mail or by mail sent to the below given address. In order to observe the time limit you may just send us back the goods in the said time limit to the following address:

Returns or statement of withdrawal shall be sent to:

DRAUSSEN Kids Outdoor GmbH

Fürstenberggasse 6A, 3002 Purkersdorf, Austria

E-mail: [service@enjoy-draussen.com](mailto:service@enjoy-draussen.com)

A copy of an invoice/bill should be enclosed with the letter.

Exceptions to the right of withdrawal are set out in point 3.3.

#### 3.1.2. Consequences of cancellation and information regarding value equivalent:

If you successfully cancel the order, any and all performance and financial benefits (such as interest) shall be returned. Exceptions to the right of withdrawal are set out in point 3.3. If you have damaged the goods, if the goods are soiled, are in bad condition or if you cannot return the goods for any reason, you are obliged to return equivalent of their value.

Short quality inspections, which would also be possible during purchase in a regular shop, do not constitute damage. You may avoid returning the equivalent, if you do not treat the goods as your own property, you do not

use them as your own nor take actions which could decrease value of the goods.

Returns performed pursuant to a successful cancellation, may be done free of charge within the territory of Austria. If the goods are not damaged nor used, and are returned to us within the required 10 days, you are not required to return the financial equivalent. The said time limit starts for you when you send your statement regarding cancellation or when you dispatch the goods, and it starts for us upon receipt thereof. The right to keep the property shall apply for the duration of awaiting for return of the goods.

The end of information regarding cancellation and return of value equivalent.

### 3.2. Right to cancel for German customers and EU customers (excluding Austria)

#### Information regarding cancellation

##### 3.2.1. Right to cancel

You may send your statement of cancellation in writing (e-mail or mail) within 30 days without giving the reasons for your decision or you may cancel the order by return delivery, should you receive the goods before the given time limit lapses.

The said time limit of 30 days starts upon your receipt of this information, however, no sooner than upon delivery of the goods to the recipient (for return delivery of the goods of the same kind, no sooner than upon delivery of the first part of the goods), and no sooner than upon fulfillment of the requirement to provide information pursuant to article 246 paragraph 2 with reference to paragraph 1 items 1 and 2 of EGBGB and fulfillment of our obligations under paragraph 312e item 1 point 1 with reference to paragraph 246 paragraph 3 of EGBGB

[Einführungsgesetz zum Bürgerlichen Gesetzbuch = Introduction Act to the Civil Code]. The time limit does not include the date when it starts (conclusion of the contract or delivery of the goods to the customer). You may withdraw from the contract within the given time limit in writing by e-mail or by mail sent to the below address. In order to observe the time limit, you may just return the goods in the said time limit to the following address:

Returns or statement of withdrawal shall be sent to:

DRAUSSEN Kids Outdoor GmbH

Fürstenberggasse 6A, 3002 Purkersdorf, Austria

E-mail: [service@enjoy-draussen.com](mailto:service@enjoy-draussen.com)

A copy of an invoice/bill should be enclosed with the letter.

Exceptions to the right of withdrawal are set out in point 3.3.

##### 3.2.2. Consequences of cancellation

If your appeal is successful, any and all performance and financial benefits (such as interest) shall be returned. Exceptions to the right of

withdrawal are set out in point 3.3. If you have damaged the goods, if the goods are soiled, are in bad condition or if you cannot return the good for any reason, you are obliged to return the equivalent of their value.

Short quality inspections, which would also be possible during purchase in a regular shop, do not constitute damage. You may avoid returning the equivalent, if you do not treat the goods as your own property, you do not use them as such nor take actions which could decrease value of the goods.

You may return the goods from Finland free of charge pursuant to successful cancellation.

For Germany the following regulations shall apply: "If you cancel your order successfully, you pay the regular costs of return delivery, if the delivered goods match your order, and the price of the goods to be returned does not exceed EUR 40.00, or if the order value is higher, when no mutual performance has been provided or no partial payment has been made under the contract. Otherwise you may return the goods free of charge". DRAUSSEN does not cover costs of return deliveries from other countries.

The return of undamaged and unused goods which are returned within the required 30 days, is free of charge. The said time limit starts for you when you send your statement of cancellation or when you send the goods to us, and it starts for us upon receipt thereof. The right to keep the property shall apply for the time of awaiting for return of the goods. The end of information regarding appeal and return of value equivalent.

### 3.3. Exceptions of the right to withdraw from the contract

The right to withdraw from the contract does not apply to the following contracts:

- contracts regarding goods with discounted price, listed in the "sale" column,
- contracts regarding goods tailored to individual customer needs which due to their specific nature may not be returned, may be easily damaged, or may exceed the expiry date,
- contracts regarding audio and visual recordings, as well as software and data carriers (such as CDs, DVDs, video games, etc.), if the delivered package had been opened by the recipient.

The customer is obliged to send the goods packed correctly for dispatch; we collect the goods which are not prepared for dispatch from the customer. If the customer is an entrepreneur, within the meaning of paragraph 1 of UGB [Unternehmensgesetzbuch = Business Enterprise Code], cancellation of the order is not possible.

- **4. Prices**

The prices shown in our webshop shall apply, including purchase tax as may be applicable at the time of placing an order, and any costs of

delivery. If any export or import charges are imposed during the dispatch, the ordering party shall cover them. The charges are calculated in euro. For deliveries to Switzerland, purchase tax is not added, i.e. the reduced net price is given on the invoice/bill. The Swiss purchase tax on import (which currently is 7.6%) is to be additionally paid by the recipient of the goods.

In case of delay in payments, we reserve the right to calculate penalty for delay.

- **5. Terms of payment**

To pay for your order, you may choose from:

a) credit card via Stripe: VISA, MASTERCARD, DINERS CLUB, AMERICAN EXPRESS

In the order form please provide details of your credit card. Our system provides safe data transfer: any details regarding your credit card or your bank account are transferred via SSL code.

SSL (Secure Sockets Layer) is a system of transferring encoded data via Internet, It hides your data from unauthorized persons and therefore does not allow abuse of your data or your credit card. If any website is secured by SSL, you will see a relevant icon (key-padlock) at the bottom of your browser. You will find more details about SSL on Wikipedia.

B) by Pay Pal

Pay Pal is a payment system dedicated to on-line payments. It is fast, user-friendly and provides data security. In order to make such payment, you need to register into Pay Pal website. With Pay Pal you can pay in the majority of on-line shops without the need to enter your details every time.

In case of any delay in payment, DRAUSSEN may calculate delay interest in the amount of 8% above the Austrian Nationalbank base rate. If DRAUSSEN suffers more damage as a result of delay in payment, it may claim indemnification for that damage.

- **6. Delivery / Costs of delivery**

We deliver our goods to nearly all EU countries. If no other arrangements are made, we deliver the goods to the given delivery address. Any information delivered by us referring to the availability of the product/article, delivery and dispatch are only for informational purposes and are not binding for us in respect to guarantee of delivery terms.

Usually the goods are ready for dispatch within 24 hours. You will be informed by e-mail about any delays. Deliveries are available while stocks lasts. If DRAUSSEN does not have the product you have ordered, we reserve the right to withdraw from the purchase contract. Thus, the delivery will not be made and you will be informed thereof immediately. DRAUSSEN reserves the right to add to the invoice any additional costs related to dispatch and delivery, even if they arise in connection with unsuccessful delivery.

### **Costs of delivery in Austria**

Value of ordered goods does not exceed EUR 95,00 – delivery costs appear (apprx. 8,00EUR)

Value of ordered goods exceeds EUR 95,00 – free delivery.

### **Costs of delivery to Germany**

Value of ordered goods does not exceed EUR 95,00 – delivery costs appear (apprx. 8,00EUR)

Value of ordered goods exceeds EUR 95,00 – free delivery.

### **Cost of delivery to Belgium, Denmark, Luxemburg, Netherlands, Poland, Slovakia, Slovenia, Czech Republic, Hungary**

Value of ordered goods does not exceed EUR 95,00 – EUR 9,00

Value of ordered goods exceeds EUR 95,00 – free delivery

### **Cost of delivery to France, Great Britain**

Value of ordered goods does not exceed EUR 140,00 – EUR 9,00

Value of ordered goods exceeds EUR 140,00 – free delivery

### **Cost of delivery to Italy, Croatia, Sweden**

Value of ordered goods does not exceed EUR 140,00 – EUR 9,00

Value of ordered goods exceeds EUR 140,00 – free delivery

### **Cost of delivery to Finland, Romania, Lithuania**

Value of ordered goods does not exceed EUR 140,00 – EUR 9,00

Value of ordered goods exceeds EUR 140,00 – free delivery

### **Cost of delivery to Bulgaria, Ireland, Latvia, Spain**

Value of ordered goods does not exceed EUR 150,00 – EUR 9,00

Value of ordered goods exceeds EUR 150,00 – free delivery

### **Cost of delivery to Estonia**

Value of ordered goods does not exceed EUR 150,00 – EUR 25,00

Value of ordered goods exceeds EUR 150,00 – EUR 25,00

### **Cost of delivery to Greece, Portugal**

Value of ordered goods does not exceed EUR 150,00 – EUR 25,00

Value of ordered goods exceeds EUR 150,00 – EUR 25,00

If one order is sent in several parcels, delivery fees are calculated on a one-off basis.

Returns from Austria and Germany are free of charge.

Costs of return delivery from other EU countries are to be covered by the ordering party.

- **7. Reservation of property right of a sold item**

Delivered goods remain the property of DRAUSSEN until the goods and delivery are completely paid up. The Party to the contract waives possibility of deduction. The customer may file a counterclaim regarding our liability only in court or upon our express consent.

- **8. Guarantee**

The guarantee for the goods we sell is issued in compliance with the law of Austria. No assignment of the ordering party's claim is allowed.

No claims for relief arising from damage caused by slight negligence of DRAUSSEN are allowed.

- **9. Data protection**

Details regarding your address and order are recorded automatically in accordance with statutory regulations regarding data protection. We use this information only to contact you with reference to the order, products, services and marketing offers, and to update your data and to maintain your account in our on-line shop. The said data is made available to our contractors for the purpose of order completion. They are also processed for marketing purposes. At any time, you may cancel your consent for using, processing and transferring your data for marketing purposes to third parties, by sending an e-mail to: [service@fameboardshop.com](mailto:service@fameboardshop.com). This website is using Google Analytics, a website analytical service provided by Google Inc. ("Google"). Google Analytics uses the so-called "Cookies", that is text information saved on your computer, in order to personalize the use of the website. Information contained in Cookies regarding your usage of the website (including your IP address) is transferred to a server in the USA and saved there. Google uses this information in order to verify how you use the website and to prepare reports on website traffic for the authors of the site and to develop services related to the website activity. Google sends this information to third parties, if statutory provisions provide so or if the third parties process this information upon Google's order. Google uses its best efforts to prevent compiling your IP with other data in Google's possession. You may prevent cookies from installing if you properly set your web browser. Note, however, that if you do so, some functions on the website may not be available to you. When you decide to use this website, you give your consent to your data being processed for the above mentioned purposes.

#### Protection of your data

Google Analytics uses small, grouped symbols with the text ("cookies") which are saved on your computer upon clicking on the relevant symbol. Usually cookies are active on your computer for approximately 30 days. If you visit any subpages of our website within this time, both Google and DRAUSSEN will be informed thereof, and you will see the information from Google of that fact.

If you want to know more about Google's data processing and about cookies, read Google's data protection rules. If you wish to disable cookies, you may set your browser in such a way that cookies will be sent back or that you will be informed about cookies sent to you.

Consider, however, that if you do not accept cookies, some websites may not work properly.

Apart from information concerning your order, you will also receive from us details on our offer and special offers. If you wish to receive such

information by e-mail, please send a message to the following address: service@enjoy-draussen.com.

Notify us about any changes of your e-mail address, address of residence or registered office, so that transaction may proceed undisturbed. In case of the ordering party's failure in providing current data, DRAUSSEN 's commercial arrangements continue apply.

- **10. Copyright**

Any elements on DRAUSSEN 's website constitute an intellectual property of DRAUSSEN. Friend links to our website are allowed and welcome. Copies and reproductions (including printing) are allowed only to complete an order for DRAUSSEN or to use this website for informational purposes for customers. Any other use of materials and information available on the website, including reproduction, further distribution, introduction of modifications or publishing for the purposes other than the above mentioned, is prohibited, unless DRAUSSEN Kids Outdoor GmbH gives its written consent thereto.

- **11. Severability**

If any of the provisions hereof shall become invalid, the remaining provisions are still in force.

Information

Information concerning online Dispute Settlement pursuant to Art. 14 paragraph. 1 of the ODR Regulation: The European Commission provides a platform for online dispute settlement, you will find it under <http://ec.europa.eu/consumers/odr/> .