

- I. General**
- The following terms and conditions apply to all obligations according to section 311 para 2 German Civil Code (BGB) and the entire contractual relationship with purchasers who either act on conclusion of the agreement in exercising their commercial or independent professional activity (businessman) or are legal persons under public law or are public special assets. Any general terms and conditions of the purchaser shall not apply even if we do not expressly revoke them. They shall apply only then and in as far as they are explicitly acknowledged by us.
 - Our offers are non-binding and subject to our order confirmation. Our expressly (electronically) order confirmation is definitive for the scope of our duty to supply. A purchase order is only accepted upon our order confirmation or (at the latest) upon shipment of goods. We reserve the right to undertake changes to the goods or the order without special approval from the purchaser in as far as these changes are owing to legal regulations, technical development or in as far as they constitute technical improvements. Otherwise slight deviations in colour, size and form, etc. are permitted as far as they do not impair usability for the contractually agreed purpose. Information contained in the order confirmation shall have precedence over the following provisions.
 - We are entitled to provide part services provided this is reasonable for the purchaser subject to the circumstances of each individual case. The invoices granted in this respect are payable separate from the full delivery.
 - Descriptions of services, brochures or similar which form the basis of the agreement and agreed measures and weights do not constitute agreements concerning quality or durability guarantees but are pure product descriptions, unless concluded by separate express agreement. Public statements, promotion or advertisement do not constitute any contractual information relating to quality of the delivery.
- II. Prices and Payment**
- The prices and charges stipulated by us include packaging, but not delivery, dispatch, insurance costs, customs duties or other charges. Value Added Tax at the prevailing rate shall be added to the prices. We reserve the right to make price adjustments, in particular in the case of documented increase in the costs which form the basis of our calculation (e.g. material prices, wages, tariffs, inflation-related increases) if the purchaser is a businessman. In the case of orders of up to EUR 120,- net we reserve the right to calculate a surcharge of EUR 12,- net for small orders.
 - Deliveries shall be executed carriage forward ex works, unless agreed otherwise. Third parties instructed by us will perform transport. The Buyer is not entitled to instruct the party responsible for transport or to demand that specific individual persons are instructed. The Buyer shall be invoiced for transport costs.
 - Our invoices shall be paid within 10 working days upon delivery and receipt of the invoice without any deductions at the registered office of our company. We are entitled to assign receivables and claims resulting from our contractual relationship.
 - Payment instructions, cheques and bills of exchange (only after prior agreement) are only accepted as payment calculating all collection and discount expenses at the expense of the purchaser, reductions issued shall be subject to full correct acceptance of the order and due payment. In the case of returns any discounts already granted will be recharged.
 - Delayed or deferred payments shall bear interest of 9 %-points above the prevailing base interest rate. This shall not apply if the purchaser can prove that either no damage or only slight damage has been incurred. In the event of delay we may assert any additional default damages.
 - If we gain knowledge of the deterioration of assets of the purchaser which on the basis of facts and/or circumstances known to us appear to jeopardise its creditworthiness and the realisation of our claims we are entitled to declare all receivables toward the purchaser due and payable.
 - Set-off or the exercise of a retention right vis-à-vis our demands and claims can only be made with counter-demands or counter-claims which are either undisputed or final and absolute. Deviating therefrom, the purchaser which is not a businessman may assert retention rights based on the same contractual relationship without any restriction.
 - If the purchaser fails into default of payment of a not inconsiderable amount we are not obliged to execute possible orders. If the purchaser does not remedy the default in payment after a warning has been issued and within a due second deadline we are entitled to instruct a collection agency with the implementation of the claims; the purchaser shall bear the costs in this respect. In this event we may also withdraw from existing orders. Amendments, additions or collateral agreements before or on order shall only be valid if they have been expressly confirmed by us.
- III. Supply Deadlines**
- Any deadlines and dates for deliveries and services communicated by the purchaser are unbinding, unless we confirmed a fixed deadline or date in our order confirmation or expressly in any other way.
 - Strikes, lock-outs or other unforeseeable events in our company or in those of our suppliers shall lead to a reasonable extension to the supply deadlines. The same shall apply if we are not supplied by our suppliers in good time for other reasons, despite our trying to remedy the situation with due care. The deadline shall be extended by the period by which the impediment to supply lasts; we shall endeavor to remedy such impediment within one week.
 - If the purchaser fixes a reasonable subsequent deadline once we are in arrears he shall be entitled to rescind the agreement after the subsequent deadline has elapsed without delivery. The deadline for performance must be a minimum of 2 weeks.
 - If the purchaser delays acceptance or if it infringes other duties of cooperation we shall be entitled - after expiry of a reasonable subsequent period set by us - to rescind the agreement or to demand compensation in lieu of payment in the amount of 10 % of the order value, in as far as the purchaser cannot prove that the damages are less or we cannot prove that the damages are greater than 10 % of the order value.
- IV. Passage of Risk**
- All supplies and communications shall be at the request and the risk of the purchaser. The risk shall pass to the purchaser on delivery to the person selected to execute shipping. This shall also apply if we transport the goods.
- V. Duty to dispose of packaging / remuneration**
- As far as we are obliged under the Packaging Regulation (Verpackungsverordnung) to take back transport packaging and outer packaging, we have delegated these tasks to a contractual partner, complying with the Packaging Regulation.
- VI. Reservation of Title**
- Deliveries shall remain our property until full payment of all claims to which we are entitled as against the purchaser from the business relationship. In the event of default in payment the purchaser undertakes to return the goods supplied when requested by us.
 - For the period of retention of title the purchaser shall bear the risk and store the supplied goods with due care. The purchaser shall insure them against loss or damage by fire, burglary and water and shall provide us with evidence of the conclusion of the insurance policy and the timely payment of the premium at our request. The purchaser shall inform us without undue delay of interference with our property by pledge, confiscation or other disposals by third parties. Any costs of intervention by us shall be borne by the purchaser.
 - The purchaser is entitled to resell the supplied goods in the ordinary course of business. However, it hereby assigns to us all claims generated by it from the resale, irrespective of whether the supplied goods are resold before or after processing or combination with other goods. Same applies with regard to other claims replacing the delivered items or any claims that arise in relation to the delivered items such as claims against an insurance company or claims arising from tort in case of losses or destruction. The purchaser is authorised to collect these claims also after assignment thereof, subject to revocation at any time. After revocation the purchaser is obliged to provide us with all information required to collect the claim and to inform the third-party debtor of the assignment. The purchaser may not pledge or transfer as a security the supplied goods which are subject to reservation of title.
 - We undertake to release assigned claims pursuant to 3. at the express request of the ordering party to the extent that the realisable value of the securities is greater than 120% of the unpaid claims to be secured. The selection of the securities to be released shall be made by us.
- VII. Resale**
- The purchaser shall sell our products only to end consumers and such specialised reseller, who is - based on its facilities - able to sell our goods in a qualitative adequate manner, especially in respect of professional advice on our products and their expert and their businesses.
 - The purchaser shall not sell our products via internet auction platforms or any other websites which do not comply with the quality of our products and which do not ensure proper professional advice regarding our products and their respective functional application.
 - To the extent that deliveries are made to purchasers located within the EU and the member states of the EEA, such goods are solely sold for resale within the EU/EEA. Deliveries made to purchasers outside the EU/EEA are only sold for resale outside the EU/EEA.
- VIII. Warranty**
- If the purchaser is a merchant it shall examine the supplied goods without undue delay after receipt thereof in the context of its due course of business and notify us of obvious defects as well as defects visible in the course of prompt and thorough examination without undue delay, but at the latest three days upon receipt of the delivered item, giving as much detail of the defect as possible in writing. If no such notification is made by the purchaser, the supplied goods shall be deemed to have been accepted, unless the defect is one which could not be recognised on investigation (hidden defect). If such hidden defect is detected later, written notification thereof must be made without undue delay, but at the latest three days after discovery; otherwise the supplied goods shall be deemed to have been accepted also with regard to this hidden defect. The aforementioned regulation shall apply accordingly in the event of wrong or incomplete delivery unless the supplied goods clearly diverge so considerably from the accepted order that we have to regard the consent of the purchaser as excluded.
 - If there is a defect we are entitled and obliged to remedy the defect or make replacement delivery within a reasonable period as we choose. If the attempt to remedy the defect fails or if we are not prepared to make a replacement delivery, are unable to do so or if the delay is inappropriate the purchaser is entitled to reverse the agreement or demand a reduction in the purchase price.
 - Claims concerning defects become statute-barred within 24 months. This does not apply in as far as Section 478 para 1 German Civil Code (Right of recourse) prescribes longer deadlines; the mandatory, statutory provisions concerning suspension, suspension of expiry and the recommencement of the statute of limitations regarding retention of right to set-off shall also remain unaffected hereby.
 - In the event of the notification of defects the purchaser may retain payment to an extent which is in reasonable proportion to the defects which have occurred. The customer may only withhold payment if claims are asserted regarding defects and if there is no doubt as to the validity of such claims. If the complaint regarding defects is unjustified we are entitled to demand from the customer reimbursement of the expenses incurred by the customer for reviewing the defect.
 - Claims for defects shall not exist in the event of slight deviations from the agreed condition, of slight impairment to use, of natural wear and tear or damage which was incurred after the transfer of risk as a result of faulty or negligent treatment, inordinate use, unsuitable operational means or which arise owing to special external influences which are not stipulated under the agreement.
 - Claims of the purchaser derived from the expenses required to satisfy subsequent obligations, in particular, transport, in-transit, work and material costs are ruled out in as far as the expenses increase because the subject of the consignment was taken subsequently to a place other than the branch of the purchaser, unless such transport corresponds to the designated contractual use.
 - Statutory rights of recovery of the purchaser against us shall only exist in as far as the purchaser has not entered into any agreements exceeding the statutory claims for defects with its client.
 - If the goods about which complaint has been made are returned without express written permission the goods concerned shall be returned to us free of charge, clean with the defect clearly marked, providing information required for the processing of the reclamation, delivery number, customer number, attaching the guarantee certificate and the invoice of the retailer.
- IX. Liability**
- Our liability for damages, for whatever legal reason, in particular resulting from impossibility, delay, faulty or incorrect deliver, breach of contract, breach of obligations in contract negotiations and/or tort, insofar as it is at fault in all cases, shall be restricted in accordance with this Section IX.
 - We are not liable in case of simple negligence of our bodies, legal representatives, employees or other vicarious agents, as far as it is not a violation of essential contractual obligations. Essential contractual obligations are obligations for the proper delivery of the delivery item, its freedom from defects in title as well as those material defects which affect its functionality or serviceability more than insignificantly.
 - Insofar as we are liable for damages according to clause 2, this liability is limited to damages which we foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which we should have foreseen by applying due diligence. Indirect damage and consequential damage resulting from defects in the delivery item shall only be replaceable if and insofar as such damage is typically to be expected from the intended use of the delivery item.
 - In the case of liability for simple negligence, our obligation to pay compensation for damage to property and the resulting further pecuniary loss is limited to an amount equal to the value of the contract, however, not exceeding EUR 50,000,- per claim, even if it is a breach of essential contractual obligations.
 - The aforementioned exclusions and limitations shall apply to the same extent in favor of our bodies, legal representatives, employees and other vicarious agents.
 - Insofar as we provide technical information or render consultancy services beyond our contractual duties, information are provided/services are rendered free of charge and to the exclusion of any liability.
 - The limitations of this Section IX. do not apply to our liability resulting from intentional behavior, guaranteed characteristics, injury to life, limb or health or under the German Product Liability Act (Produkthaftungsgesetz).
 - The purchaser shall release us from all claims of third parties in as far as such exceed our liability under this section IX.
 - If we and the purchaser are jointly liable vis-à-vis a third party, the purchaser shall internally be solely liable, in as far as it cannot prove that it has satisfied all contractually agreed and all other reasonable obligations and options to prevent damage and or reduce damage for which it is responsible.
 - We do not assume any liability for materials, order components, dispatch instructions, processing provisions or similar provided by the purchaser unless expressly agreed otherwise. We are not obliged to review these within the meaning of the German Product Liability Act (Produkthaftungsgesetz) and/or the German Civil Code for compliance with the statutory standards. In such cases the purchaser is liable without restriction and releases us from all claims of third parties in full at the time at which the claim is made.
 - To the extent that supply is not possible the customer is entitled to demand compensation unless we are not responsible for such impossibility. Compensation claims of the customer shall, however, be restricted to 10 % of the value of the delivery which cannot be used for its designated purpose owing to such impossibility. This restriction shall not apply in as far as there is liability under statute in cases of intent, gross negligence or owing to injury to life, bodily injury or health; any change to the burden of proof of the Customer is not associated herewith. This shall not affect the customer's right to rescind the agreement.
- X. Data Protection**
- The purchaser is aware and he agrees that we process data from the contractual relationship as well as the obligations according to Section 311 para 2 German Civil Code and in connection with this we reserve the right to the data, as far as this is necessary for the fulfillment of the contract to convey to third parties (e.g. insurance companies, banks).
 - The parties undertake to comply with the respectively applicable national data protection provisions and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (EU GDPR). Our privacy policy is published under: www.jack-wolfskin.com/data-protection.
- XI. Place of Performance, Choice of Jurisdiction and Place of Jurisdiction**
- Place of performance shall be Idstein.
 - The laws of the Federal Republic of Germany shall apply excluding the Vienna Convention on Contracts for the International Sale of Goods dated 11 April 1980.
 - If the purchaser is a fully qualified businessman the place of jurisdiction for all disputes arising from this contractual relationship is Frankfurt am Main. However, if we so wish, we are entitled to file action against the purchaser at its general place of jurisdiction.
 - Only the German version of these general business terms and conditions is definitive with respect to the content and construction thereof.

Idstein, October 2022

JACK WOLFSKIN Ausrüstung für Draussen GmbH & Co KG&A