

Terms and conditions

Oxy3 Ozongeräte Produktion GmbH

1. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions (“Terms”) in effect at the time of purchase shall apply to all commercial transactions between Oxy3 Ozongeräte Produktion GmbH, Parkring 1, 8712 Niklasdorf, FN 317294 i („Oxy3“) and the Customer.
- 1.2. The following General Terms and Conditions also include all distance selling contracts for the delivery of goods via the online shop “www.oxy3.at” which a customer concludes with Oxy3 with regard to the goods presented in the online shop. All services, deliveries and offers are made exclusively on the basis of these General Terms and Conditions. The terms and conditions are available at any time on the website “www.oxy3.at”.
- 1.3. “Customer” means a natural or legal person, public or private, who makes use of Oxy3’s services or purchases products and who is in a contractual relationship with Oxy3 or who is about to enter into one in accordance with section 2.
- 1.4. “Business-to-Business Customer” or “B2B Customer” means a Customer who has entered into a contractual relationship with Oxy3 as part of the business of their company, in accordance with Sec. 1 Austrian Consumer Protection Act (“KSchG”).
- 1.5. “Business-to-Consumer Customer” or “B2C Customer” means a Customer who has entered into a contractual relationship with Oxy3 that is not part of the business of their company and for whom the provisions of the Austrian Consumer Protection Act (“KSchG”) apply.
- 1.6. “Business-to-Consumer Transaction” or “B2C Transaction” means a transaction with a Customer which is not part of the business of the Customer’s company, and where the Customer purchases the products or services for their private use.
- 1.7. If a transaction is not a B2C Transaction, Oxy3 recognises conditions or
- 1.8. agreements deviating from the contract only if they have been confirmed in writing.
- 1.9. These Terms shall exclusively govern any contract or transaction with the Customer and prevail over the Customer’s own General Terms and Conditions of Business (“Customer’s Terms”). These Terms shall apply even if Oxy3 has not explicitly rejected the inclusion of the Customer’s Terms or provides services without reservation while being aware of the conflicting provisions of the Customer’s Terms. Oxy3 shall not be bound to the Customer’s Terms by simply referring to them.

2. ORDERING AND CONTRACT CONCLUSION

- 2.1. Products or services may only be ordered by natural persons of unlimited legal capacity, or, if by a legal entity, only through an authorised natural person who must be named.
- 2.2. Any data requested in the ordering documents must be entered completely and correctly. If the data changes at any point after the order has been submitted, the Customer shall correct the data at the earliest opportunity in a written communication to Oxy3.
- 2.3. By placing an order, the Customer submits a binding offer for the conclusion of a contract for the purchase and/or delivery of products from Oxy3. Upon receipt of the Customer's offer, Oxy3 will send the Customer an email or a communication by post, confirming the receipt of the order or specifying the details thereof ("Order Confirmation").
- 2.4. The Order Confirmation does not constitute the acceptance of the order, but merely informs the Customer that Oxy3 has received the order. A contract is deemed concluded with a B2B Customer when Oxy3 dispatches the ordered product to the Customer. A contract is deemed concluded with a B2C Customer when the product is dispatched to the Customer and this dispatch has been confirmed with a second email ("Dispatch Confirmation"). Products from the same order, if not specified in the Dispatch Confirmation or the Order Confirmation, are not included in the contract. Upon receipt of the Dispatch Confirmation and/or the Order Confirmation the Customer acknowledges and agrees to accept electronic invoices.
- 2.5. Orders in the online shop are placed exclusively via the website "www.oxy3.at" and constitute a contract with Oxy3. The presentation of goods in the online shop does not represent a legally binding offer, but rather a non-binding request to order goods in the online shop.
- 2.6. After the customer has placed the selected goods in the virtual shopping cart and gone through the electronic ordering process, the order is sent by clicking the button that completes the ordering process. Immediately before this order is sent, the customer can check the order again and correct it if necessary. By sending the order, the customer makes a binding contractual offer to Oxy3 for the goods contained in the shopping cart. Confirmation of receipt of the order occurs together with acceptance of the order immediately after sending by an automated email. The purchase contract is concluded with this email confirmation (shipping confirmation).
- 2.7. The customer's data requested when ordering must be provided completely and correctly. If the data provided changes after ordering, the customer is obliged to correct the information as soon as possible by notifying Oxy3.

- 2.8. The customer acknowledges the receipt of electronic invoices as part of the shipping confirmation or the order/order confirmation.

3. RIGHT OF WITHDRAWAL AND CANCELLATION

- 3.1. A B2C Customer may declare withdrawal from the contract („Withdrawal”) before the contract comes into force, or within 14 working days, Saturday not being a workday, after the contract has come into force. The Withdrawal shall not be bound to any specific form or reasons. To exercise their right to withdraw, the Customer must inform Oxy3 by means of an unequivocal declaration of their decision to withdraw from the contract. The Customer may use the withdrawal form provided by Oxy3 downloadable at www.proaqua.cc, and may submit the completed form electronically. The prescribed time limit shall be deemed observed if the declaration of withdrawal has been sent within the deadline.
- 3.2. The Withdrawal, by written declaration or return of the products, shall be addressed to Oxy3 Ozongeräte Produktion GmbH, Parkring 1, 8712 Niklasdorf, Austria, office@oxy3.at.
- 3.3. The B2C Customer acknowledges and agrees that Oxy3 begins the performance of the contract during the withdrawal period, so that in the case of a Withdrawal, Oxy3 may request a proportionate fee as compensation for services rendered.
- 3.4. In the case of a Withdrawal, Oxy3 shall refund all payments that the B2C Customer has made for the product(s), within 14 days of receipt of the returned product(s) without any charges or deductions. Unless otherwise agreed, the refund shall be made by the same means of payment used in the initial transaction.
- 3.5. Products suitable for parcel dispatch must be returned. The Customer agrees to bear the cost of the return delivery if the products delivered correspond to the order specifications. If not, the return shall be free of charge for the Customer.
- 3.6. The right to withdraw shall not be applicable to products that have been custom made to Customer’s specifications, products that are not suitable for return, or products that have expired. In such cases, the B2C Customer agrees to bear the cost of the return.
- 3.7. A Customer the transaction with whom is not a B2C Transaction, or a B2C Customer outside of his statutory rights to withdraw, may only withdraw from the contract if Oxy3 agrees in writing and is reimbursed for all costs incurred in relation to the withdrawal.

4. DELIVERY

- 4.1. Unless otherwise agreed, delivery will be made to the address specified by the Customer within 30 days of the issuance of the Dispatch Confirmation.
- 4.2. Regardless of the place of delivery, the place of performance shall be Oxy3's place of business.
- 4.3. Oxy3 explicitly points out that any information on availability, dispatch, or delivery of a product or service is only an estimate and an approximation. This data shall not be binding. Exceptions may only be made if explicitly stated in writing.
- 4.4. If Oxy3 is unable to fulfil a delivery or a service through no fault of their own (for example, by force majeure, traffic disruption, strike, non-fulfilment of a contract by a supplier, or unavailability of materials), the delivery period shall be extended by the period of delay. Legal rights shall remain unaffected.
- 4.5. Should a delivery to a Customer be impossible, for example the delivered item cannot be received by the Customer due to its size or weight, or the recipient is not present at the specified address, even though the product specifications and time of delivery were announced within a reasonable time, the Customer shall bear the cost of the unsuccessful delivery.
- 4.6. For non-consumer transactions and in the absence of an agreement to the contrary, all offers or quotations shall be in writing, time-restricted, non-binding and for consideration. Cost estimates are deemed to be non-binding and free of charge.
- 4.7. Any plans, sketches, designs, or information regarding measurements and weights, as well as technical descriptions, brochures, leaflets, samples, and so on, shall remain the property including intellectual property of Oxy3. The details specified therein – unless indicated to the contrary – are general guidelines and are in no way guaranteed characteristics. Any unauthorised use of the aforementioned documents entitles Oxy3 to compensation for damages and/or injunctive relief.
- 4.8. Oxy3 agrees to deliver the product or perform the service ordered once the Customer has fulfilled all of their contractual obligations.

5. PRICES AND PRICE CHANGES

- 5.1. The sales price of any product is specified in Euro and is intended to be the final price for the product. Value-added tax is included. The sales price does not include delivery and dispatch charges. Delivery and dispatch costs depend on the shipping provider and the manner of transport (by ship, airplane, lorry, etc.).
- 5.2. The sales price does not include delivery and shipping costs as well as packaging costs. The delivery and shipping costs are calculated depending on the shipping

provider or the type of shipping (by ship, air freight, truck, etc.) and are calculated and shown separately - as well as any additional packaging costs incurred.

- 5.3. For returns, Oxy3 reserves the right to recalculate the standard shipping costs if the value of the order minus the return falls below the shipping free limit.

6. PAYMENT, MATURITY AND DEFAULT

- 6.1. The Customer may pay the purchase price in cash, by bank transfer, credit card or prepayment. Unless otherwise agreed, all payments must be made within 7 days of receipt of the invoice. In the online shop, it is only possible to pay by prepayment using the provided payment methods.
- 6.2. In the online shop, Oxy3 basically offers the following payment methods: payment by credit card, "PayPal", "Apple Pay", "Google Pay", "Sofortüberweisung" and "Sofort-Pay" via "Klarna". When using a payment service provider, the corresponding terms of use of the provider apply and the data entered may be stored and processed by the respective provider. The account is usually debited immediately after the order is placed. Oxy3 reserves the right to insist on a particular method of payment, or exclude a method of payment on a case-by-case basis.
- 6.3. In the case of default, Oxy3 reserves the right to withhold services or delivery until payment is made in full.
- 6.4. In the event of a default in payment, the customer is obliged to pay default interest of 4% p.a. and to pay all necessary and appropriate collection and legal costs. In addition, in the event of any late payment by the customer, Oxy3 is entitled to withhold the delivery or services and is only obliged to provide further services after full payment.
- 6.5. Unallocated payments will be allocated first to interest on costs, then costs, then interest on principal, and lastly on principal.

7. RETENTION OF TITLE

- 7.1. The ordered goods remain the property of Oxy3, even after delivery and handover to the Customer, until the full payment of the purchase price and all related charges and costs, whereby the price risk shall pass to the Customer. Before payment is made in full, the Customer agrees not to pawn the goods, pledge them as a security or grant any rights to the goods to third parties. When the goods are handed over to the customer, the risk of loss, damage, theft, reduction in quality and similar impairment of the goods passes to the customer.

The Customer shall immediately notify Oxy3 in writing of any enforcement measures or any other third party actions affecting Oxy3's legal rights to the goods subject to retention of title. The Customer must object to such measures immediately, with reference to the title being retained by Oxy3.

8. SET-OFF

- 8.1. A B2C Customer shall only be entitled to set-off claims against amounts owed by the Customer to Oxy3, if these claims are legally related to the claims of Oxy3, established by a court of law, recognised by Oxy3 or in the event of Oxy3's insolvency. B2B Customers shall not be entitled to any set-off. B2C Customers shall be entitled to assert a right of retention only on the basis of counterclaims against Oxy3 that are legally related to the claims of Oxy3. B2B Customers shall not be entitled to assert any right of retention.

9. DEFECTS, LIABILITY AND WARRANTY

- 9.1. If a transaction is a B2C Transaction, legal claims shall remain unaffected.
- 9.2. If a transaction is not a B2C Transaction, the following deviating provisions shall apply against the statutory warranty requirements:
- 9.3. Ascertainable or ascertained defects must be reported to Oxy3 within 14 days of delivery or discovery. After this period, claims for warranty, damages or error can no longer be made, in accordance with Sec. 377 Paras. 2 and 3 UGB (Austrian Business Code).
- 9.4. If the defective parts have been altered by any party other than Oxy3, the Customer's claims shall not be covered by warranty.
- 9.5. The warranty term shall be six months from the delivery of the products, and any damages claim after this period shall be excluded.
- 9.6. The occurrence of a defect during the delivery period must be proven by the Customer, contrary to the presumption rule of Sec. 924 ABGB (Austrian Civil Code).
- 9.7. In the event of a warranty claim, Oxy3 may choose either to repair or to replace the item.
- 9.8. Contesting an order that Oxy3 has already accepted on the grounds of error shall be excluded.
- 9.9. Deadlines for warranty claims by the Customer shall be agreed on a case-by-case basis.
- 9.10. Oxy3 shall be liable without limitation for damages caused intentionally or as a result of gross negligence.
- 9.11. Furthermore, Oxy3 shall be liable for negligent violation of material obligations,
- 9.12. if such violation endangers the achievement of the contract purpose,
- 9.13. or for the violation of duties whose fulfilment enables the proper implementation of the contract and whose compliance can generally be relied upon. In these cases Oxy3

shall be liable, but only for foreseeable, typical damages. Oxy3 shall not be liable for slightly negligent violations other than the duties mentioned above.

- 9.14. The aforementioned limitations on liability shall not apply to harm to life, body and health, to defect after the acceptance of the warranty obligation, to the quality of the product and in cases of malicious nondisclosure of defect. Liability shall remain unaffected in accordance with Austrian product liability law.
- 9.15. A warranty obligation by Oxy3 only exists when and to the extent that this has been indicated explicitly in a written offer or a written confirmation where the warranty obligation is stated in detail.
- 9.16. In addition, liability to B2B Customers shall exclude force majeure, consequential damages and loss of profits.
- 9.17. B2B Customers may not enforce *laesio enormis* against Oxy3.
- 9.18. Any liability for consequential damages and indirect damages shall be excluded.

10. DATA PROTECTION

- 10.1. Oxy3 shall retain any information necessary for the successful completion of the transaction. All personal information shall be kept confidential.

11. OWNERSHIP AND COPYRIGHT

- 11.1. The design of Oxy3's products is partly design right protected. The presentation of the products in brochures, leaflets and transmitted pictures, drawings, sketches or any such documents are the intellectual property of Oxy3 and their trading partners. All aforementioned documents as well as any other related documents made available during business transactions may not be used in other ways or copied or made available to third parties without Oxy3's written consent. They must be handed over immediately upon request.
- 11.2. If Oxy3 is not commissioned after a presentation, all Oxy3's services, especially the presentation documents and their content shall remain the property of Oxy3. The Customer is not entitled to use them further in whatever form. Furthermore, the documents must be returned to Oxy3 immediately. Sharing the presentation documents with third parties, as well as their publication, realisation, reproduction, distribution or any such use is prohibited except by explicit permission of Oxy3.
- 11.3. In the same way, the Customer is not permitted to use any of the ideas and concepts introduced during the presentation, regardless of whether the ideas or concepts are copyright protected.
- 11.4. For the use of any deliverables provided by Oxy3 that exceed the originally arranged purpose and scope of use, Oxy3's consent is necessary, regardless of whether these

deliverables are copyright protected or not. Oxy3 and the creator shall be entitled to a separate and appropriate remuneration.

- 11.5. For the use of Oxy3's deliverables and/or concepts, for which Oxy3 has prepared concept or design drafts, it is also necessary to obtain Oxy3's consent, regardless of whether the deliverables are copyright protected or not.

12. REMINDER AND COLLECTION CHARGES

- 12.1. The Customer shall bear all necessary, reasonable and appropriate costs in the event that lawyers or collection agencies are required to intervene. The Customer is obligated under his contractual obligations to reimburse Oxy3 for any incurred reminder and collection fees in the case of a default. With regard to the collection agency engaged, the Customer is not obliged to pay more than the maximum compensation, in accordance with the provisions of the Minister of Economic Affairs regarding the maximum rates for collection agencies due compensation (Austrian Federal Law Gazette BGBl. No. 141/1996 as amended). If a lawyer is engaged, the Customer is obliged to pay the maximum compensation, in respect of the AHR 1976 as amended (Autonomous Tariff Guidelines of the Austrian Professional Association of Lawyers) guidelines and the Austrian Lawyers Tariff Act (BGBl. No. 189/1969 as amended). These guidelines can be downloaded at www.oerak.at.

13. APPLICABLE LAW AND PLACE OF JURISDICTION

- 13.1. The contractual relationship between Oxy3 and the Customer, as well as these Terms, are subject to Austrian Law. Other national laws as well as the United Nations Convention on Contracts for the International Sale of Goods (UN-CISG), are excluded.
- 13.2. Leoben shall be the place of jurisdiction for all conflicts arising from the contractual relationship between Oxy3 and the Customer. For actions against B2C Customers under the Consumer Protection Act whose domicile or habitual place of residence is in Austria or whose place of employment is in Austria, the place of jurisdiction will be that of the district in which the B2C Customer has their domicile, habitual place of residence or place of employment.
- 13.3. Customers who do not speak German shall receive these Terms in English or, where appropriate, in their native language. In the case of uncertainty or doubt, especially regarding the acknowledgement or interpretation of these Terms, the German version of these Terms shall prevail.

14. ONLINE DISPUTE RESOLUTION PLATFORM

- 14.1. Customers have the opportunity to submit complaints to the EU's online dispute resolution platform: <http://ec.europa.eu/odr>.

14.2. You can also submit it directly to the following email address: info@proaqua.at.

15. **MISCELLANEOUS**

15.1. By submitting an order, the Customer acknowledges the validity of these Terms.

15.2. All communications, requests, requirements, prompts and other notifications shall be submitted in writing and sent to the business address of the respective contractual partner.

15.3. Oxy3 reserves the right to make changes to these Terms at any time without giving reasons.

15.4. Should one of the provisions in these Terms be invalid, a valid provision shall take its place. For B2C Customers, this provision will be provided by statute. For B2B Customers, the provision closest to the original provision shall be deemed valid. All other provisions of these Terms shall remain effective.