

General Terms and Conditions

GLATZ AG, Langfeldstrasse 113, 8500 Frauenfeld, Switzerland, e-mail: marketing@glatz.com (hereinafter referred to as “**GLATZ AG**”), operates the web shop at www.suncomfort.ch (hereinafter referred to as the “**Web Shop**”).

The offer of the Web Shop is directed at consumers or commercial customers (hereinafter referred to as “**Customers**”). The Customer is a consumer if so determined by law, i.e. in particular if they enter into a legal transaction as a natural person for purposes that are primarily neither commercial nor intended for self-employed professional activity.

The following General Terms and Conditions govern the use of the Web Shop and the purchase of all products and services offered through it.

1. Scope

- 1.1. These General Terms and Conditions govern the use of the Web Shop and the purchase of products and services via the Web Shop and apply in the version valid at the time of the conclusion of the relevant contract.
- 1.2. GLATZ AG will not recognise any deviating terms and conditions of the Customer, even where GLATZ AG does not expressly object to them.
- 1.3. With each use of the Web Shop or each purchase of a product, the Customer accepts the current version of these General Terms and Conditions as binding for all legal relationships between them and GLATZ AG.

2. Registration for the use of the Web Shop

- 2.1. GLATZ AG provides Customers with a Web Shop where they can purchase, among other things, outdoor solutions or accessories for parasols.
- 2.2. Customers can register in the Web Shop to be able to use it and its extended functions more easily.
- 2.3. Registration requires the Customer to provide their e-mail address and to select a password. Any further mandatory information required will be marked accordingly during the registration process. The Customer must provide only truthful information when registering.

- 2.4. The Customer themselves is responsible for protecting their login data from access by third parties. GLATZ AG accepts no liability in the event of unauthorised access by third parties.

3. Conclusion of the contract for the purchase of products

- 3.1. The range of products is aimed at Customers with their place of residence or company headquarters in a country that can be selected in the Web Shop. Products are shipped exclusively to these countries.
- 3.2. The products listed in the Web Shop are only invitations for Customers to tender offers to purchase, i.e. to place orders.
- 3.3. The purchase of products is only concluded by the express acceptance of an order placed by the Customer or alternatively by the dispatch by GLATZ AG of a product ordered by the Customer, whichever occurs first. An order confirmation sent, if applicable, does not constitute acceptance of the order, but is only intended to inform the Customer that the order has been received in the Web Shop.
- 3.4. The Customer must truthfully provide all information required in connection with orders, in particular the payment information. The Customer must notify GLATZ AG immediately of any relevant changes.

4. Pricing and payment

- 4.1. The Customer must pay the price indicated in the Web Shop at the time of the order.
- 4.2. Payments must be made using one of the payment methods offered in the Web Shop. The Customer may be charged fees for the methods of payment used.
- 4.3. Unless otherwise stated, all prices indicated on the website include the currently applicable statutory value added tax – unless otherwise indicated. Any additional shipping costs will be indicated on the website.
- 4.4. All costs incurred by GLATZ AG due to incorrect information provided by the Customer or insufficient funds in the Customer's account will be borne by the Customer.

5. Terms of delivery and retention of title

- 5.1. GLATZ AG will endeavour to deliver deliverable items to the delivery service provider of GLATZ AG within seven working days of the order being placed, depending on the receipt of the order. If applicable, different delivery times may have to be observed, which are indicated on the website for the relevant product. A delay in delivery does not entitle the Customer to a reduction of the sales price or to a right of withdrawal or to claim damages.
- 5.2. If GLATZ AG is unable to perform the contract for reasons beyond its control (such as non-deliverability of preliminary products), it will be entitled to withdraw from the contract against immediate reimbursement of any payments already made by the Customer. It will inform the Customer of its withdrawal immediately.
- 5.3. Partial deliveries are also made in order to deliver the products as quickly as possible. This will not result in additional costs.
- 5.4. GLATZ AG reserves the right to offer limited deliverable items and special offers only in quantities customary for households for the conclusion of a contract.
- 5.5. In the event of unjustified refusal to accept the delivered products, GLATZ AG will charge the Customer for the costs incurred in addition to the purchase price.
- 5.6. The Customer who is not a consumer bears the risk of accidental loss or accidental deterioration of the products from the time they are handed over to the delivery service provider.
- 5.7. The products remain the property of GLATZ AG until payment has been made in full. If the Customer defaults on payment of the purchase price, GLATZ AG is entitled to have the retention of title entered in the Swiss Registry of Retention of Title at the Customer's expense.
- 5.8. If the Customer is in default with a payment obligation, they must pay interest on arrears in the amount of 5% and, if applicable, damages. After an unsuccessful first reminder sent to the Customer, GLATZ AG may also either declare withdrawal from the contract at the Customer's expense and demand compensation for damages (positive or negative interest in performance of the contract) or continue to demand payment of the purchase price.
- 5.9. GLATZ AG may charge a handling fee of CHF 20 after the second reminder and CHF 50 after the third reminder.
- 5.10. GLATZ AG may commission third parties with debt collection or assign claims for collection purposes. Collection costs may be invoiced separately.

6. Property rights and restrictions on the right of use

- 6.1. GLATZ AG expressly reserves all rights to which it is entitled under the law against unfair competition, copyright law, trademark protection law or other national and international laws that protect the Web Shop, products, services or parts thereof. The provision for use in connection with these General Terms and Conditions does not constitute a waiver of copyrights or other legal positions. This applies, in particular, to rights to published texts, the design of the Web Shop or individual products, the product images used and the logo used.
- 6.2. The Web Shop may only be used to the intended extent that is customary for online shops, i.e. in particular for the purpose of obtaining information about the products offered in connection with a potential purchase interest and the purchase of the products. Any improper or abusive use of the Web Shop and its functions is prohibited.
- 6.3. The database underlying the Web Shop may only be accessed using the software provided on the website. Exploiting or spying on the database using other software is not permitted. In particular, automated access to the GLATZ AG website is not permitted. Copying, sharing, sending or publishing the data in any form is not permitted unless the Web Shop expressly provides such a function.
- 6.4. If there are indications of improper use, GLATZ AG reserves the right to prohibit the Customer from using the Web Shop with immediate effect.

7. Right of withdrawal for consumers

If the Customer is a consumer and resides in the EU, they have a right of withdrawal. A consumer is any natural person who enters into a legal transaction for purposes that are primarily neither commercial nor intended for self-employed professional activity. Products that are made according to Customer specifications are reserved. In particular, the following provisions apply:

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the products.

To exercise your right of withdrawal, you must inform us

GLATZ AG
Langfeldstrasse 113
8500 Frauenfeld
Switzerland
Telephone: +41 52 723 64 64
Fax: +41 52 723 66 88
E-mail: marketing@glatz.com

of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You may use the attached cancellation form for this purpose, which is, however, not mandatory.

To comply with the cancellation period, it is sufficient if you send the notification regarding the exercise of the right of withdrawal before the expiry of the cancellation period.

Consequences of cancellation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), immediately and at the latest within 14 days of the day on which we received notification of your withdrawal from this contract. For such refund, we will use the same methods of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no case will you be charged any fees in connection with such refund.

We may refuse the refund until we have received the products back or until you have provided proof that you have returned the products, whichever occurs first.

You must return or hand over the products to **GLATZ AG, Langfeldstrasse 113, 8500 Frauenfeld, Switzerland**, immediately and in any case no later than 14 days from the day on which you notify us of the cancellation of this contract. The deadline is considered met if you send the products before the expiry of the period of 14 days. You are responsible for the direct costs of returning the products. You only have to pay for any loss in value of the products if this loss in value is due to handling of the products that is not necessary for testing the quality, characteristics and functioning of the products.

Cancellation form

Please complete and return this form if you wish to cancel the contract.

To

GLATZ AG

Langfeldstrasse 113

8500 Frauenfeld

Switzerland

Telephone: +41 52 723 64 64

Fax: +41 52 723 66 88

E-mail: marketing@glatz.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following products (*)/the provision of the following service (*):

Specification of product or service _____

Specification of invoice number
(voluntary) _____

Ordered on (*)/received on (*) _____

Name of the consumer(s) _____

Address of the consumer(s)

Signature of the consumer(s) (only in the case of paper notification)

Date _____

(*) Delete as applicable.

8. Warranty and liability

- 8.1. Detailed objections due to defects in the delivered products must be made in writing to GLATZ AG within 14 days. In the case of the delivered products, the warranty is limited (after expiry of the cancellation period, see above in section 7) to repairs. Further claims for cancellation of the contract, replacement delivery or reduction of the price are excluded, provided that repairs are possible within a reasonable period of time.
- 8.2. Warranty and guarantee claims expire two years after handover of the products to the transport company.
- 8.3. GLATZ AG will in no case be liable for damage other than that caused by gross or wilful negligence. Liability for consequential or indirect damage is excluded.
- 8.4. However, the above exclusions of liability do not apply to liability for injury to life, limb and health. Furthermore, they do not apply if there is any liability based on product liability. They also do not apply if the damage is based on wilful or gross negligence.
- 8.5. The above exclusions or limitations of liability also apply with regard to the liability of the employees, representatives and vicarious agents of GLATZ AG and, in particular, in favour of the shareholders, employees, representatives, executive bodies and their members with regard to their personal liability.
- 8.6. GLATZ AG does not assume any guarantee or other liability for the availability of the Web Shop or the products made available on the site at any time. In particular, GLATZ AG accepts no liability in the event of malfunctions, interruptions or any temporary or permanent failure of the site. In addition, the Web Shop is subject to regular service, maintenance and update work, which may also result in temporary inaccessibility of the Web Shop.

9. Data privacy

- 9.1. GLATZ AG collects, processes and uses personal data exclusively in accordance with the requirements of the applicable data protection regulations. For more detailed information, please see the data protection declaration, available at www.glatz.ch/de/datenschutzerklaerung.

- 9.2. GLATZ AG expressly points out that, despite all technical precautions, the Internet does not allow for absolute data security. GLATZ AG is not liable for the actions of third parties.

10. Disclaimer regarding links

- 10.1. The Web Shop contains external links and references to websites that are not operated by GLATZ AG. Such external links are usually only provided for the convenience of Customers. The operators of the linked pages are solely responsible for their content.
- 10.2. GLATZ AG does not accept any responsibility for the content of such websites, nor does GLATZ AG adopt such websites and third-party content as its own. GLATZ AG does not monitor the linked information. GLATZ AG is not aware of any violations of applicable law by the third-party content. Upon notification, the link will, of course, be deleted immediately. Furthermore, GLATZ AG assumes no liability for information, legal and organisational circumstances, contents or promises made on linked websites.

11. Final provisions

- 11.1. This contract is governed by Swiss law to the exclusion of private international law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (SR 0.221.211.1) does not apply. The exclusive **place of jurisdiction is Frauenfeld, Switzerland**. Mandatory provisions of consumer law remain reserved.
- 11.2. GLATZ AG reserves the right to update the General Terms and Conditions with future effect if economic or legal reasons make an adjustment necessary. The version of the General Terms and Conditions in effect at the time of the order will apply in each case.
- 11.3. If individual provisions of these General Terms and Conditions are or become invalid in whole or in part, the remaining provisions of the General Terms and Conditions will remain valid. In the event of such invalidity, the invalid provision will be replaced by the statutory provision.