# General Terms and Conditions (GTC)

ÖTSCHER-Berufskleidung Götzl GmbH

Version: February 2020

# Information according to § 5 E-Commerce Law

Your provider and contractual partner

Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten Phone: +43747264744-0 Fax: -48 www.oetscher.com

Member of the Austrian Federal Economic Chamber, Section: Clothing Industry and Textile Trade Regulatory authority: Bezirkshauptmannschaft Amstetten (District administration) Commercial register number: 84502v, Commercial register court: HG St. Pölten, Austria VAT ID no.: ATU 17080307, DVR: 0404721, Trade regulations: Trade Law: www.ris.bka.gv.at Voluntary code of conduct: www.guetezeichen.at Managing Directors: Ing. Thiemo Götzl Address of the Management: see address above Purpose of the company: Producer and distributor of apparel

# 1. Scope:

All deliveries, services and offers made by us are made exclusively on the basis of the following terms and conditions in their current version; conflicting or deviating terms and conditions of the customer are generally not recognised and are only valid with our written approval. Acts of contract performance by us shall not be deemed as a consent to deviating terms and conditions of the customer. These General Terms and Conditions shall also apply as a framework agreement for all additional and subsequent business between the contracting parties. The General Terms and Conditions are accepted by the customer at the latest with the acceptance of the goods or service. The General Terms and Conditions also apply to customers who place orders via our Internet platform for entrepreneurs (B2B).

# 2. Prices:

Prices and surcharges (e.g. size surcharges, shipping costs etc.) apply according to our offers and can be taken from our price lists in case of doubt. We reserve the right to increase prices by a maximum of 10% until the day of delivery if material and labour costs, charges or customs duties have increased by more than 5% between order acceptance and the day of delivery.

# 3. Payment:

Payments are to be made without any deduction within 14 days of receipt of the invoice. Cash discount deductions and other payment modalities require a separate agreement. In the event of default in payment, such agreements shall cease to be effective. Payments made by the customer shall not be deemed to have been made until they have been received on our business account.

# 4. Consequences of delay:

In the event of culpable default in payment, at least 1% default interest per month shall be deemed to have been agreed in the case of corporate customers, and the statutory default interest of 4% per year shall be deemed to have been agreed in the case of consumers. The customer undertakes to reimburse us for the reminder and collection charges incurred for the purpose for which they were incurred. If we are in charge of the dunning process ourselves, the defaulting customer undertakes to pay an amount of EUR 2.50 per dunning notice. The customer agrees that in the event of default in payment, the interest shall be capitalised up to the date of the action and all collection charges shall be added to the capital. We expressly reserve the right to assert further claims for damages caused by default. We shall not be obliged to make any further deliveries before complete payment of due invoices, including any interest on arrears and expenses.

#### 5. Delivery periods:

Our delivery periods are non-binding. Partial and advance deliveries by us are always permissible. We shall not be obliged to deliver until the customer has fulfilled his obligations required for the performance of the service, in particular all technical and contractual details, preliminary work and preparatory measures. If a binding delivery date is exceeded, we shall be entitled to reasonably extend the delivery period without being in default and to adjust the prices. The buver has to set a grace period of at least 4 weeks.

# 6. Delivery:

Our deliveries are made carriage-paid within Austria and Germany as of an invoice amount of € 300 excl. value added tax, uninsured, packed. When the goods are dispatched, the risk of loss of or damage to the goods will not pass to the consumer until the goods have been delivered to the consumer or to a third party designated by the consumer other than the carrier. However, if the consumer has concluded the contract of carriage himself without taking advantage of a choice proposed by us, the risk shall pass to the carrier when the goods are handed over. The responsibility for the disposal of packaging delivered to you in Austria is completely assumed by ARA.

# 7. Force majeure:

Operational disruptions resulting from events of force majeure in our own operations or in the manufacturing plant as well as all other circumstances which prevent our delivery shall release us from the delivery obligation and entitle us to suspend the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part according to its effects. If our delivery is delayed or omitted because the supplier cannot deliver or cannot deliver on time, the customer shall not be entitled to any further claims beyond the mere right of rescission on any legal grounds whatsoever [damage caused by delay, damage to performance].

# 8. Retention of title:

The goods shall remain our property until all our claims from all mutual legal transactions with the customer have been settled in full. Goods already paid for and still available to the customer's shall remain our property and shall be liable for all outstanding claims. The customer shall comply with the labelling obligations and other formal requirements for safeguarding the retention of title. The customer bears the full risk for the reserved goods, in particular for the risk of destruction, loss or deterioration. We shall be entitled to dispose of the returned goods subject to retention of title freely and in the best possible way and the proceeds of such disposal shall be set off against the outstanding residual claim.

#### 9. Warranty, obligation to inspect and give notice of defects:

We are generally responsible for defects in accordance with the statutory provisions. If the customer is an entrepreneur (B2B), the warranty period is one year (12 months) from delivery of the goods. The defect must be substantiated in writing and described in detail immediately after it has been discovered, but at the latest within 8 calendar days of delivery, otherwise the goods shall be deemed to have been approved. Defects in a part of the delivery may not lead to a complaint about the entire delivery. In the event of a justified notice of defects, we shall be entitled, at our discretion, to replace or repair the defective goods or defective parts thereof or to take them back against payment of the purchase price.

# 10. Return shipment and exchange in size:

Delivered goods will generally not be taken back with the exception of a justified notice of defects or permissible changes in size. We will generally not take back any dirty or damaged goods.



Our body measurement tables for the correct selection of the size are available for the determination of the sizes. It is also possible to request a set of sizes for trial fitting, but only after fixed orders have already been received. Sets of sizes should then be incorporated into the order. If this is not possible or if no original articles are used for the determination of the size, our sales team will find a solution to cover the costs.

# Permissible exchange in size: Goods from the catalogue

Exchanges in size will be accepted for orders from our catalogues against reimbursement of costs, provided that the payment date of the underlying delivery invoice has not yet been reached and the goods are not dirty, have not been finished with the company logo and are not custom-made.

Permissible exchange in size: Goods from special production and/or refined goods with customer warehouse In the case of goods made to order and refined goods (e.g. goods bearing a company logo or advertisement), there is only a possibility of exchange subject to compensation if the customer maintains a customer warehouse for these goods with us.

We charge a lump sum of  $\notin 2.50$  per piece and at least  $\notin 6.90$  per total return for cost reimbursement for processing and re-storage of the goods. Transport costs or the risk of transport of the return shipment shall also be borne by the sender. The return shipment must be made in the original packaging with a return merchandise certificate (RMA). The return merchandise certificate (RMA) can be requested by telephone, fax or e-mail at:

Austria:	Germany:
T: +43 7472 64744-0	T: +49 5407 81464-0
F: +43 7472 64744-48	F: +49 5407 81464-29
E: info@oetscher.com	E: info@oetscher.de

#### 11. Compensation:

We shall only be liable for damages caused by intent or gross negligence. The existence of gross negligence and intent must always be proven by the customer, unless being a consumer. Our liability for consequential damage (caused by defect), damage caused by delay and non-performance, pure financial losses, for example due to delivery-related disruptions in the customer's business, for harm of indirectly damaged third parties and for damage caused by third parties called in by us to fulfil the order is generally excluded.

#### 12. Product liability

Recourse claims as defined by the Product Liability Act shall be excluded, unless the party entitled to recourse proves that the defect was caused in our sphere and was at least caused by gross negligence. The contractual partner shall waive the option of offsetting. However, this does not apply to consumers.

# 13. Copyrights and industrial property rights:

Plans, sketches, drafts, drawings, other technical documents made available in the course of order processing as well as samples, catalogues, brochures, illustrations, graphics and the like shall always remain our intellectual property and are protected by copyright. The customer does not receive any rights to use or exploit the work. These intellectual creations, even if they do not originate from us, may not be used by the customer in a way that goes beyond the contents of the contract. In particular, they may not be reproduced or made accessible to third parties. They must be returned immediately upon our request. We acquire the necessary rights of use to the samples, brands, logos, photos, texts, sketches, drawings and other graphic representations provided by the customer which are necessary for order processing (refinement). The customer is obliged to indemnify and hold us harmless against all claims made by third parties arising from infringements of copyrights, ancillary copyrights (trademarks, samples, etc.) or personal rights. We undertake, in the event of a legal dispute brought against us, to announce the dispute to the customer. If the customer does not join an action on our side, we shall be entitled to freely dispose of the claim. We are in any case entitled to demand from the customer the costs incurred for the necessary legal prosecution and defence.

#### 14. Retention

If the deal is not a consumer transaction, the customer shall not be entitled to retain the entire amount of the gross invoice amount, but only an appropriate part, in the event of a justified complaint, except in cases of reversed transaction.

#### 15. Obligations to cooperate:

In order to record the scope of services, the service description, the performance periods and the preparation of offers, the customer must always provide us with the necessary information completely and correctly. The customer is obliged to inform us of any changes to his master and contact data which are necessary for order processing as long as the contractual legal transaction has not been completely fulfilled by both parties. In the event of failure of notification, declarations and deliveries shall also be deemed to have been received if they are sent to the last known address.

#### 16. Severability clause:

If any provision of these General Terms and Conditions of Sale or of the Order is or becomes invalid or unenforceable, it shall automatically be replaced by a valid and enforceable provision which best achieves the purpose originally intended. Where a clause is invalid or unenforceable only under a particular national law, the adaptation of the contract shall be made only for that law. The General Terms and Conditions of Sale shall remain unchanged in the other legal systems.

#### 17. Applicable law (contract and negotiation language):

Austrian substantive law shall apply to the exclusion of the reference standards of international private law and to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (UNK). The contract and negotiation language is German.

#### 18. Place of jurisdiction and performance:

For all disputes arising from contracts with business customers, our company headquarters shall be the exclusive place of jurisdiction and performance. If the consumer has his domicile or main residence in Austria or if the consumer is employed there, only the jurisdiction of the court in whose district the domicile, main residence or place of employment is situated can be established for an action against the consumer; this does not apply to legal disputes which have already arisen. If the consumer is domiciled in a member state of the European Union (EU), the consumer may, at his discretion, bring an action either before the factually and locally competent courts at our place of business in Austria or before the courts of the member state at the consumer's domicile.

# 19. Bank details:

Allgemeine Sparkasse Oberösterreich AG, IBAN: AT60 2032 0321 0049 3025, BIC: ASPKAT2LXXX

# Special Terms and Conditions for the Online Shop

ÖTSCHER-Berufskleidung Götzl GmbH

Issued: February 2020



#### 1. Scope

The following Terms and Conditions are a supplement to our General Terms and Conditions and apply primarily to all of our deliveries, services and offers, which we process via our online shop (www.onlineshop-oetscher.com) with consumers in distance selling. Consumer means any natural person acting for purposes which are outside his trade, business or profession. We always comply with the code of conduct of the Austrian E-Commerce Quality Seal (www.guetezeichen.at) when processing transactions in distance selling. In the event of changes to these Terms and Conditions, the version published on the Internet at the time of the order shall apply. The text can be downloaded to a computer, saved, played back and printed.

#### 2. Contracting parties

Our company mentioned in the legal notice operates the online shop. Customer service: Mon-Thu 8:00-16:00, Fri 8:00-12:00 within Austria under the hotline +43-800-20-30-16 or under +43-7472-64744-0. Information, data information and complaints by e-mail: info@oetscher.com.

Your provider and contractual partner Ötscher-Berufskleidung Götzl GmbH Ötscherplatz 1, A-3300 Amstetten Phone: +43-7472-64744-0 Fax: +43-7472-64744-48 Member of the Austrian Federal Economic Chamber Division: Clothing Industry and Textile Trade Regulatory authority: Bezirkshauptmannschaft Amstetten (District administration) Commercial register number: 84502v, Commercial register court: HG St. Pölten, Austria VAT ID no.: ATU 17080307, DVR: 0404721, Trade regulations: Trade Law: www.ris.bka.qv.at Voluntary code of conduct: www.guetezeichen.at Managing Directors: Ing. Thiemo Götzl Address of the Management: see address above Purpose of the company: Producer and retailer of apparel

# 3. Quotations

All prices quoted in the online shop are, unless otherwise expressly stated, in Euro and always include all taxes and duties (gross prices). We will inform the customer separately about any surcharges such as additional charges for dispatch, customs duties etc. before placing his binding order.

### 4. Conclusion of contracts:

For online orders, the customer must register on our portal. In the course of this registration, the customer must provide us with his/her name, address, telephone number and e-mail address from which the customer can receive, read, save and print e-mails from us before placing an order. In general, orders on our Internet platforms represent offers of the customer to enter into a contract, to which the customer shall be bound for 8 days after access. We confirm the completion of the order or payment process with immediate payment to the customer by e-mail. Unless otherwise expressly stated, this confirmation shall not constitute an order confirmation but documents that the order has been received by us. The order shall not be binding until our order confirmation has been received by the customer or the goods ordered have been dispatched. The order confirmation about the quantity and the essential characteristics of the goods, the total remuneration to be paid, the details of payment, delivery and delivery periods and rights of withdrawal.

#### 5. Terms of payment:

Payment by the customer must be made at the latest within 14 days of receipt of our order confirmation or, in the case of payment by cash on delivery, upon acceptance of the package. We generally accept cash payment, payment by bank transfer, payment by cash on delivery and credit card payment.

#### 6. Delivery

We deliver after complete payment of the price for the goods and delivery by the customer (with regular customers with special agreement also on account). The invoice is enclosed with the package. Our delivery is made within 14 days after receipt of payment or, in the case of payment by cash on delivery, within 14 days after receipt of the order confirmation by the customer. In the event of any delays in delivery, we will inform the customer separately. In the case of contracts for the delivery of goods from special productions and for finished goods (e.g. goods bearing a company logo, emblem, print or advertisement), we reserve the right to a longer delivery period, about which we will inform the customer separately in the order confirmation.

#### 7. Right of withdrawal:

Consumers have the right to withdraw from the contract within fourteen days without giving reasons (right of withdrawal). The withdrawal period starts on the day on which the customer or a third party named by the customer who is not the carrier has taken possession of the last goods. In order to exercise the right of withdrawal, the customer must inform us [Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, +43 7472 64744-0, F-DW 48, info@doetscher.com] by means of a clear declaration (e.g. a letter sent by post, a fax or an e-mail) of his decision to withdraw from this contract. The customer may use the following sample cancellation form for this purpose, which is, however, not mandatory. In order to comply with the withdrawal period, it is sufficient for the customer to send notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### 8. Consequences of withdrawal:

If the customer cancels this contract in due time, we shall reimburse all payments we have received, including delivery costs (except for additional costs arising from having chosen a method of delivery other than the cheapest standard delivery offered by us) immediately and no later than fourteen days from the date on which we received notice of your cancellation of this contract. For this refund we use the same means of payment that the customer used for the original transaction, unless expressly agreed otherwise with the customer. In no case will the customer be charged for this repayment. We may refuse to refund until we have received the goods back or until the customer has provided evidence that he/she has returned the goods, whichever is earlier. The customer must return or hand over the goods to us immediately and in any case within fourteen days of the day on which he/she informs us of the withdrawal from this contract at the latest. This period shall be deemed to have been observed if the customer sends the goods before the expiry of the period of fourteen days. The customer has to bear the direct costs for the return of the goods. The customer shall only be liable for any loss in value of the goods if such loss in value is attributable to handling of the goods which is not necessary for testing their condition, properties and functionality.

#### Withdrawal form:

-To (Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, +43 7472 64744-0, F-DW 48,

info@oetscher.com)

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
Ordered on (\*)/received on (\*)
Name of the consumer(s)
Address of the consumer(s)
Signature of the consumer(s) (only if communicated on paper)
Date
[\*] Delete as applicable.

# 9. Exceptions to the right of withdrawal:

If the customer is an entrepreneur, a revocation is completely excluded. The right of revocation shall not apply to contracts for the delivery of goods from custom-made products and for finished goods (such as goods with a company logo, emblem, print or advertising). In particular, the right of withdrawal shall not apply to contracts for goods which have been manufactured according to customer specifications (not prefabricated goods) or which are clearly tailored to the personal needs of the customer.

#### 10. Settlement of disputes

We undertake to participate in the conciliation procedure of the Internet ombudsman in the event of disputes: Further information on the types of proceedings can be found at <u>www.ombudsmann.at</u> [Internet ombudsman, Margaretenstraße 70/2/10, A-1050 Vienna] The OS platform can also be used to settle disputes with our company: <u>https://ec.europa.eu/consumers/odr</u>. Our e-mail address: <u>info@detscher.com</u>. This is not an arbitral tribunal. The possibility of recourse to the ordinary courts remains open to both parties to the dispute.

# PRIVACY STATEMENT ÖTSCHER-Berufskleidung Götzl GmbH Issued: February 2020



# 1. Data protection

The protection of your personal data is of particular concern to us. We therefore process your data exclusively on the basis of the statutory provisions (GDPR, DSG 2018, TKG 2003, etc.). This Privacy Statement serves to provide information on the type, scope and purposes of the collection and processing of your data (Art 13 DSGVO). Ötscher-Berufskleidung Götzl GmbH is responsible for data processing within the meaning of data protection law. If you have any questions regarding the collection, processing or use of your personal data, please contact us in writing: Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, info@doetscher.com.

#### 2. Data collection and processing:

We process the personal data that you voluntarily make available to us as a user of our website, as a customer by information, for example in the context of an enquiry or registration in our online shop or as a subscriber to our newsletter, and generally for the conclusion of a contract. This includes master data (name, gender), contact data (address, e-mail, telefax, telephone, etc.) and data in connection with the service ordered (clothing size, service content, processing data such as account data, etc.). The nature, scope and purposes of these data processing operations are described below. In the context of your order we process the data given by you: first name, last name, e-mail address, street, zip code, city, telephone number, user name and password. The data transfer in the online shop takes place in a secure way using SSL encryption. For payment processing we need your bank data (IBAN, BIC, etc.). Within the scope of your order, your newsletter subscription or your visit to our website, we collect and process certain personal data relating to you. You are obliged to provide complete and correct data (address, company name, UID number, etc.) requested in the online shop when registering and during the ordering or payment process and to inform us immediately of any future changes or to make such changes independently in your online account. You give your consent that the personal data contained in the purchase contract may also be stored and processed automatically by us in fulfilment of this contract.

# 3. Purposes of data processing

We use your personal data to receive and process orders, deliver products and services, process payments and communicate with you about orders, products, services and promotional offers, improve the usability and effectiveness of our home page or online shop, and build and strengthen our customer relationships with you.

# 4. Legal basis of data processing

The legal basis for data processing is your consent pursuant to Article 6 para 1 lit a GDPR, which you give us within the scope of registration or contract initiation, as well as the fact that your personal data is required for contract initiation and performance pursuant to Article 6 para 1 lit b GDPR. Marketing and advertising are carried out in accordance with Article 6 (1) (f) GDPR on the basis of our legitimate interest in initiating and intensifying business relationships.

#### 5. Disclosure of personal data

All data transmitted by you to us will be treated absolutely confidentially and will not be passed on or transferred to persons outside the company, either free of charge or against payment. Your personal data will only be used to third parties for the above purposes and will only be passed on or otherwise disclosed if this is necessary for the purpose of contract processing or billing or if you have given your prior consent. These include contract processors in the area of support for our hardware, software and network technology (such as IT service providers, web hosting, mail service providers), cooperation partners and vicarious agents as well as contact persons at authorities, banks and credit card companies (payment transactions), tax consultants (accounting), other authorities, Statistik Austria. Within the framework of order processing, for example, the vicarious agents and service providers (e.g. shipping companies, logistics providers, payment service providers) assigned by us in this process receive the necessary data for order processing. However, in the event of a statutory provision, an official directive or an official investigation, we are legally obliged to make the relevant data available to the authorities. Our vicarious agents and service providers are also obliged to comply with statutory regulations on data protection.

# 6. Credit assessment, proof of identity and address verification

We are entitled to request proof of identity, address and creditworthiness or advance payments to verify your identity. In the event of demonstrably and/or intentionally culpably incorrect information or failure to disclose changes (e.g. creditworthiness, etc.) you shall be liable to us for the resulting damage. We are also repeatedly entitled to verify your details and your creditworthiness by obtaining information from authorised organisations (credit protection association, banks, etc.). You declare your express consent that your data may be transferred to officially authorised organisations and credit institutions for the purpose of credit assessment in accordance with § 92 para. 3 no. 3 TKG 2003 in the scope of the applicable data protection regulations. You can revoke this consent at any time informally.

#### 7. Storage duration:

We will store your information for as long as is necessary to fulfil the purposes described in this Privacy Statement. The deletion of the stored personal data takes place if you revoke the consent to their storage, if your data are no longer necessary for the fulfilment of the purpose pursued with the storage, or if the storage is or becomes inadmissible for other legal reasons. After complete processing of the contract and complete payment of the purchase price, your data will be erased after expiry of the tax and commercial retention periods or the periods in accordance with the Product Liability Act, unless you have consented to the further use of your data. In the case of the interruption of the purchase process without conclusion of a contract, your data will be deleted immediately. Data for accounting and bookkeeping purposes shall not be affected by a request for erasure prior to expiry of the statutory retention periods. A longer storage period shall only apply in justified cases, such as for the fulfilment of legal obligations, in the case of justified interests, for example for the reason of a still ongoing judicial or official dispute. We will inform you of other retention periods. For example, we retain your order history so that you can review (and, if desired, repeat) past purchases and the addresses to which your orders were shipped, and to be able to improve the relevance of the products and content we recommend.

#### 8. Reviews and customer ratings

If you write a customer review about our products and services on our online platforms, you grant us the non-exclusive and free right to publish, distribute and have distributed this review and the contents included therein (texts, images, video and audio files, etc.) for advertising purposes, without restriction in time or territory and to make them publicly accessible to third parties in any other way. We reserve the right not to display a customer rating (e.g. in the case of content that is contrary to facts or is slanderous) or to display it for a limited period of time, to display it in a shortened or modified form and to shorten or omit information on the author. At the same time you guarantee us that you have the rights of use and exploitation necessary to use the content used in your comments; in the event of failure you shall hold us completely harmless and indemnify us against any claims by third parties. The processing of personal data contained in the customer rating is carried out to safeguard our legitimate interests (Article 6 para. 1 lit. f GDPR).

#### 9. Newsletter dispatch:

To subscribe to the newsletter offered on our website, you can register via our form. We use the so-called double opt-in process for this. A confirmation email will be sent to the email address you entered, asking for confirmation. The registration only becomes effective when you click on the activation link contained in the confirmation e-mail. We use your data transmitted to us exclusively for sending the newsletter, which may contain information or offers.

We use rapidmail to send our newsletter; your data will therefore be transmitted to rapidmail GmbH. rapidmail GmbH is prohibited from using your data for purposes other than sending the newsletter. rapidmail GmbH is not

permitted to pass on or sell your data. rapidmail is a German, certified newsletter software provider, which was carefully selected according to the requirements of GDPR and BDSG (Federal Data Protection Act).

You can revoke your consent to the storage of data and its use for newsletter dispatch at any time, e.g. via the unsubscribe link in the newsletter.

# 10. Use of cookies:

To be able to use our shopping cart in the online shop, cookies must be enabled. If you do not wish to accept cookies, you can also order by telephone or fax. The data will only be used for shopping cart administration and to improve the website and will not be used for personal identification. It serves to identify the computer, it saves the last font size used, it saves the shopping basket settings.

Our website is based on the principles of the privacy policy of <u>www.wix.com</u>. The detailed use of the collected data can be read here. In addition, we point out that during your visit to our website personal data is collected to the technically necessary extent. We would like to point out that cookies are used when you visit our website. Cookies are small files or other types of information storage that are transferred from our web server or third party web servers to the user's web browser and stored there for later retrieval.

# 11. Use of Google Analytics

We use Google Analytics, a web analytics service provided by Google LLC ("Google"), 1600 Amphitheatre Parkway Mountain View, CA 94043, USA. As part of "Google Analytics", cookies are placed on your computer in order to statistically evaluate your use of our website. We have concluded a corresponding contract with Google for order data processing. The information generated by these cookies about your use of this website (including your IP address) is anonymised before it is stored on Google servers, so that it can no longer be allocated to a computer. Only in sample General Terms and Conditions as of: 16 April 2018. In exceptional cases the full IP address will be transmitted to a Google server in the USA and shortened there. Google uses this information to evaluate your use of the website, to compile reports on website activity for website operators and to provide other services relating to website activity and internet usage. The IP address transmitted by your browser as part of Google Analytics is not combined with other data from Google. For more information on how Google Analytics uses user data. please refer to Google's Privacv Statement: https://support.google.com/analytics/answer/6004245?hl=en .

You can prevent the collection of data generated by cookies and related to your use of the website and the processing of anonymised data by Google by downloading and installing the browser plug-in available under the following link: <a href="https://tools.google.com/dlpage/gaoptout?hl=en">https://tools.google.com/dlpage/gaoptout?hl=en</a>. However, we would like to point out that in this case you may not be able to use all the functions of this website to their full extent.

# 12. Use of online payment solutions:

We use the e-commerce payment transaction platforms of mPAY24 GmbH and Hobex AG to carry out money transactions with you. In this form of payment processing, an anonymous transaction ID and details of the financing and payment conditions (such as price, VAT rate) are transmitted to the external payment providers mentioned, which we have contractually obligated to comply with the data protection provisions (Article 28 DSGVO). Further information is available at <u>https://www.mpay24.com/web/datenschutz/</u> and <u>https://www.hobex.at/at/service/datenschutz\_kunden/.</u>

# 13. Data security

Your contract data will be encrypted using SSL procedures over the Internet. We secure our website and other systems through technical and organizational measures against loss, destruction, access, alteration or distribution of your data by unauthorised persons.

# 14. Rights of data subjects

Pursuant to Article 15 GDPR, you have the right to obtain information about your personal data stored by us at any time. You also have the right to rectify incorrect or incomplete data pursuant to Article 16 GDPR, to limit the processing pursuant to Article 18 GDPR or – apart from a mandatory data processing for business purposes – to erase your personal data pursuant to Article 17 GDPR, as well as the right to data transfer pursuant to Article 20 GDPR. According to article 21 GDPR you can change or revoke your consent to data processing at any time in writing by letter to Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, or by e-mail to info@detscher.com with effect for the future.

# 15. Right to lodge a complaint

You have the right to lodge a complaint with a supervisory authority. For Austria this is the Austrian data protection authority, Barichgasse 40-42, 1030 Vienna, telephone +43- 1 52 152-0, e-mail: <u>dsb@dsb.gv.at</u>, web: <u>https://www.dsb.gv.at</u>