**ANAVON Ski AG**

**GENERAL TERMS AND CONDITIONS**

1. These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to the purchase of all products which ANAVON Ski AG (hereinafter referred to as ANAVON) carries in its product range. General Terms and Conditions of the Purchaser shall not be deemed to have been agreed. The same shall also apply to amendments to these GTC unless we have accepted them in writing. The version that is given to the Purchaser with a purchase or an order shall be decisive in each case.

2. The products are always delivered according to samples, illustrations or sketches. Minor deviations in size, colour, structure and processing are reserved. Deviations are unavoidable, especially in the case of repeat or supplementary orders, unless otherwise agreed in writing.

3. Unless otherwise agreed in writing, the products are intended exclusively for private use. ANAVON grants the statutory warranty for construction and material defects for a period of 2 years from delivery of the goods to the Purchaser. ANAVON does not grant any other warranties or guarantees without explicit information to the contrary in the purchase contract or the order confirmation.

 4. The Purchaser shall inspect the products immediately upon receipt for any defects, in particular also for damage. Corresponding complaints must be made within 8 days after receipt of the products. Defects that appear later, i.e. during the warranty period, must be reported immediately after they are discovered. Damage caused by wear and tear, ageing and improper handling or storage is excluded from the warranty. The warranty expires if products are further processed or modified by the Purchaser despite recognisable defects.

5. ANAVON or the third party partners commissioned by it may choose to provide the warranty in the form of free repair or equivalent replacement. Further claims are excluded. ANAVON reserves the right to refund the purchase price paid instead of providing free repair or equivalent replacement.

6. The collection and processing of the Purchaser's personal data by us is explained in the Privacy Policy. This forms an integral part of the contract of these General Terms and Conditions. The buyer agrees to the storage of the personal data transmitted to us by him in the context of an order or otherwise for the purpose of processing the contract. The buyer agrees that we may pass on his personal data to other companies. The buyer also agrees that data provided by him and other usage data may be analysed in order to present him with personalised advertising and / or special offers and services. The analysis of usage data may lead to the creation of user profiles. The user profiles are created in pseudonymised form and are not merged with personal data. Finally, the buyer agrees that we, or third parties commissioned by us, may obtain credit information if necessary (credit and economic information agency, residents' registration office, debt collection agencies, etc.).

7. All prices are net prices. The agreement of both parties is required for the offsetting of claims. A reminder fee will be charged for reminders.

8. The Products shall remain the property of ANAVON until the purchase price has been paid in full. ANAVON is entitled to have the products entered in the register of retention of title at the expense of the Buyer if it considers its claim to be at risk.

9. Usually ordered products will be provided/delivered within the agreed delivery date. The buyer will be notified if a product is temporarily unavailable. The buyer acknowledges that delays in delivery of up to two months do not entitle him to refuse acceptance of the ordered goods, to cancel the contract, to claim damages or to reclaim the purchase price. Counterclaims by the Buyer can only be made with our consent.

10. ANAVON is entitled to make partial deliveries insofar as they are reasonable for the Buyer.

11. Should we ourselves not be supplied by our suppliers through no fault of our own, although we have placed congruent orders with reliable suppliers, we shall be released from our obligation to perform and may withdraw from the contract. In this case, we shall inform the buyer immediately of the non-availability and, in the event of withdrawal, reimburse the customer immediately for any payments already made. 12.

12. All cases of force majeure, strike, lockout, insufficient supply of materials, raw materials or energy, lack of transport facilities or similar events or causes beyond ANAVON's sphere of influence shall release ANAVON from the obligation to fulfil the contract for the duration and scope of such hindrances. Force majeure shall also include, in particular, legal or official export or shipment of the goods. This shall also apply if these circumstances occur at our suppliers.

13. All cases of breach of contract and their legal consequences as well as all claims of the buyer, irrespective of the legal grounds on which they are based, are conclusively regulated in these GTC. Other claims of the Buyer - irrespective of the legal grounds - are excluded, except for the cases mentioned below. ANAVON, its auxiliary persons and any vicarious agents shall not be liable for damages that have not occurred to the goods themselves, in particular not for consequential damages, loss of profit or other financial losses. The above limitation of liability shall not apply in the event of injury to life, limb or health; in the event of intentional or grossly negligent breach of duty; in the event of warranty promises, insofar as agreed; and insofar as the scope of application of the Product Liability Act is opened.

14. We reserve the right to assign or pledge to third parties our purchase price claims due to you in connection with deliveries of goods, including any instalments due, interest on arrears and reminder fees.

15. We do not grant the buyer any right of return.

**Supplementary terms of use for anavon-ski.com**

16. Scope of application

The website www.anavon-ski.com (hereinafter "Website") is operated by ANAVON Ski AG, Via dalla Stampa 8, 7180 Disentis/Mustér (hereinafter "ANAVON" or "we"). These Supplementary Terms of Use anavon-ski.com (hereinafter "Terms of Use") apply in the version current at the time of conclusion of the contract to all business relations between the Buyer and ANAVON in connection with the use of the website and orders for products and services via the website. They form an integral and supplementary part for all orders placed via the online shop.

In addition to or together with these Terms of Use, the General Terms and Conditions of Business of

ANAVON, which apply to all purchases irrespective of the sales channel. The following Terms of Use contain website-specific provisions only.

We may change these Terms of Use at any time. The version that is valid at the time of a purchase or order is decisive.

17. Registration / Data protection

It is up to the buyer to register for anavon-ski.com or to place an order without registration. However, certain functions of the website are only available to registered buyers.

When registering, i.e. opening a customer account, the Buyer is obliged to provide truthful information about himself. ANAVON reserves the right to delete customer accounts or to block a user name and password at any time and without giving reasons.

Further and more detailed information on the processing of personal data by ANAVON in connection with registration, but also in connection with the use of the Website as well as purchases on the Website is provided to the Buyer in the Privacy Policy as well as in the General Terms and Conditions of ANAVON.

18. Offers

 The presentation on the Internet is non-binding. We reserve the right to modify the range of goods and their presentation at any time and to remove certain products from the range completely. We exclude any liability for typographical errors, incorrect or incomplete information and representations.

Decorative items shown in connection with a product are not part of the product offer unless listed and mentioned by name. Accessories and decorative items must be purchased separately.

19. We endeavour to ensure the best possible availability of the products offered on the Website. However, the presentation of a particular product on the Website does not mean that we give any guarantee as to its availability. We are only obliged to supply goods that are in stock. If ordered products are not available, we may not be able to complete the order. We reserve the right to either cancel the order or make only a partial delivery. In such a case, we will inform the buyer accordingly.

20 . Conclusion of contract / order process

If the buyer places an order via the Internet, e-mail, mobile, telephone or fax, he makes a binding offer to conclude a purchase contract. The Purchaser receives a confirmation that the order has been received. This confirmation does not constitute an acceptance of the offer on the part of ANAVON. ANAVON reserves the right to reject the application without giving reasons. A legally binding purchase contract is only concluded when ANAVON sends the order confirmation.

The contract is only concluded for those products which are expressly listed in the order confirmation. This also conclusively determines the scope of services.

21. Territorial validity of our offers and prices; billing

Shipping, delivery and assembly costs are displayed separately during the ordering process and are shown transparently in the order overview and then also in the order confirmation. Further information on shipping, delivery and assembly costs as well as delivery options can be found on the website under delivery conditions.

Our offers apply to Switzerland and Liechtenstein. For orders with delivery addresses outside Switzerland and Liechtenstein, the stated delivery prices and flat rates are invalid. Please ask for our shipping or delivery conditions for such orders. Our online support (+41 81 947 57 57) will be happy to provide you with an attractive offer.

22. Payment

ANAVON accepts the payment methods displayed to the Buyer during the ordering process. Further information can be found under the payment options.

The purchase price as well as any shipping and installation costs will be charged after the order has been confirmed. If payment is made by credit card, the relevant amount will be blocked or reserved at the time the order is placed. However, the effective debit will also take place here with our order confirmation.

If the buyer selects prepayment as the method of payment, the order will not be processed until payment has been received. The delivery time may be delayed accordingly.

Discounts or vouchers will only be accepted under the conditions shown on the voucher. A voucher code or value will be entered during the payment process. Discounts not claimed during this process cannot be subsequently granted. Discounts cannot be accumulated.

23 Copyright

The use of this website does not imply that the purchaser is granted any licence rights in respect of the intellectual property rights in the content of this website.

This website and all content posted on it (in particular software, files, designs, graphics and data) are and remain the property of ANAVON - or ANAVON holds the corresponding rights of use - and are protected by the relevant laws regarding intellectual property rights, including copyright and trademark protection. Any unauthorised use of this website, in particular the use of this website or its contents for professional or commercial purposes of any kind as well as the reproduction, display, transmission to others, communication, circulation, distribution, modification, licensing, sale or any other exploitation of this website or its contents, text parts, static or animated graphics, audio data, software, goods or services as well as other data or information, is expressly prohibited without the prior written consent of ANAVON. In particular, methods such as framing and inline linking of the website and content are prohibited.

24. Adjustments to the GTC

Anavon may periodically amend the GTC as it deems necessary.

The adjustments shall be effective immediately upon publication on the website www.anavon-ski.com.

and shall apply to all orders placed after the publication of the GTC.

of the GTC.

25. Applicable law, place of jurisdiction and severability clause

Swiss law is applicable. The exclusive place of jurisdiction for

disputes with Anavon Ski AG is in Disentis.

If parts of these general terms and conditions are invalid, the validity of the remaining provisions shall not be affected.

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the relevant legal provisions shall apply mutatis mutandis.

Disentis/Mustér 23 May 2023