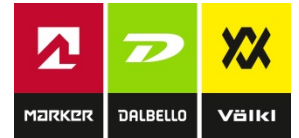


# Accounts Receivable - Master Data Form

## Marker Dalbello Völkl Austria GmbH



Date: \_\_\_\_\_

### GENERAL DATA

The **VAT number** = sales tax identification number is required for foreign customers in particular.

The **tax number** is required for domestic customers who do not have a VAT number.

The **legal form** (AG, GmbH, GmbH & Co. KG, KG, GbR, sole proprietorship, OHG etc.) and **owner** must be specified, otherwise considerable problems may arise in the event of legal cases, the information provided here should be incorrect.

### BILLING ADDRESS

Exact company name			
Owner / Management			
legal structure			
UID-No.		Tax No.	
strait		Commercial register no.	
ZIP CODE		spot	
nation		email	
organization		Association-Member-No.	
phone		telefax	

### DELIVERY ADDRESS

(if different from billing address)

If the delivery address is in another country, the UID-No. may differ

moniker			
strait			
ZIP CODE		spot	
nation		email	
phone		telefax	
Deviating UID-No.			

### CONTACT

MAIN CONTACT		CONTACT ACCOUNTING	
moniker		moniker	
phone		phone	
email		email	

### FROM FIELD SERVICE / SALES TO FILL IN

Payment of invoice in currency	
term of payment	
delivery term	
Customer no. range to be assigned	
Customer group to be assigned	
Alternative payer	

### CUSTOMER CREDIT MANAGEMENT

Expected sales to be filled in by sales force / sales department	
Credit limit received To be filled in by Accounts Receivable Accounting	

Is a bank direct debit desired?

An authorization for permanent direct debit (3% discount) with free customers is **only possible for follow-up orders**.

I agree that invoices will be sent to my company by e-mail (e-invoicing) to the e-mail address entered for the invoice

**I confirm that my valid sales tax identification number may be used for all deliveries until revoked.**

**I have taken note of the following data protection information, which I confirm with my signature.**

**I also confirm with my signature that I have received knowledge of the General Terms and Conditions dated 31.05.2012 of the above company.**

On presentation of a labour inspectorate sheet by the customer this will be enclosed.

\_\_\_\_\_  
Signature - Marker Dalbello Völkl Austria GmbH  
(Indoor Service / Field Service )

\_\_\_\_\_  
Signature - Customer

## Data protection declaration

1. **Marker Dalbello Vökl Austria GmbH** will comply with the relevant provisions with regard to the customer's personal data, in particular the Basic Data Protection Ordinance (GDPR).
2. **Marker Dalbello Vökl Austria GmbH** collects, stores, processes and uses the customer's personal data if, to the extent and for as long as this is necessary for the establishment, execution or termination of the contractual relationship.
3. Any further collection, storage, processing and use of the customer's personal data shall only take place if required or permitted by law or if the purchaser has given his consent.
4. The Purchaser is aware that the collection, processing and use on the basis of Art. 6 para. 1 lit. b) GDPR, including its name, consumer or entrepreneurial status, address, date of birth and bank details, are necessary for the execution of pre-contractual measures and fulfilment of the contractual relationships.  
**Marker Dalbello Vökl Austria GmbH** is entitled - within the scope of what is legally permissible - to examine the risk of non-payment on the part of the customer for the purpose of deciding on the establishment, implementation or termination of the contractual relationship.  
In this respect, probability values for the future behaviour of the customer are collected and processed. The customer's address data is also used to calculate these probability values.  
**Marker Dalbello Vökl Austria GmbH** will use information files such as Atradius Collections N.V. based in Amsterdam, the Netherlands, the Cologne branch, Germany or other third parties for the verification and will use the customer's data for this purpose.  
The collection, processing and use of data for this purpose is based on Art. 6 para. 1 lit. b) GDPR.
5. **Marker Dalbello Vökl Austria GmbH** is in particular entitled to transfer the customer's data to third parties if and insofar as this is necessary for the implementation of pre-contractual measures and fulfilment of the contractual relationship (e.g. for dispatch, invoicing, master data maintenance or customer care) pursuant to Art. 6 para. 1 lit. b) GDPR or fulfilment of a legal obligation within the meaning of Art. 6 para. 1 lit. c) GDPR. **Marker Dalbello Vökl Austria GmbH** may also pass on this data to third parties (e.g. collection companies) to enforcing claims in accordance with Art. 6 para. 1 lit. b) and/or f) GDPR - within the scope of what is legally permissible.
6. **Marker Dalbello Vökl Austria GmbH** will, upon request and free of charge, provide the customer with information about the stored personal data relating to the customer under the legal requirements. Under the legal conditions, the customer has the right to request the correction, deletion, restriction of the processing or transmission of his data to a third party. In addition, the customer has the right to complain to a supervisory authority.
7. The customer may object to any use of his personal data pursuant to Art. 21 Para. 1 GDPR at any time by informing **Marker Dalbello Vökl Austria GmbH**. If **Marker Dalbello Vökl Austria GmbH** cannot provide evidence of overriding compelling reasons worthy of protection for the use, **Marker Dalbello Vökl Austria GmbH** will no longer use the data concerned for these purposes after receipt of the objection.
8. The customer may also object to any use of his personal data for direct advertising purposes pursuant to Art. 21 (2) GDPR at any time free of charge by informing **Marker Dalbello Vökl Austria GmbH** informally. Upon receipt of the objection, **Marker Dalbello Vökl Austria GmbH** will no longer use the data concerned for these purposes.
9. **Marker Dalbello Vökl Austria GmbH** will keep the personal data only as long as it is legally necessary or in accordance with the purpose of processing. If K2 Sports Europe GmbH stores personal data on the basis of a contractual relationship with the customer, this data will remain stored for at least as long as the contractual relationship exists and for no longer than as long as limitation periods for possible claims by **Marker Dalbello Vökl Austria GmbH** run or statutory or contractual retention obligations exist.
10. The body responsible for all data protection issues and for exercising the rights described in paragraphs 6 and 8 above:

- (i) **Marker Dalbello Vökl Austria GmbH**, Europaring 8, 94315 Straubing, Germany.
- (ii) Privacy mailbox: datenschutz@voelkl.de
- (iii) The supervisory authority primarily responsible for **Marker Dalbello Vökl Austria GmbH** is:

Österreichische Datenschutzbehörde  
Wickenburggasse 8  
1080 Wien  
Österreich  
E-Mail: dsb@dsb.gv.at

On the basis of its justified interest in personalised direct mail, **Marker Dalbello Vökl Austria GmbH** reserves the right to store the first and last name, the postal address and - insofar as **Marker Dalbello Vökl Austria GmbH** has received this additional information from the customer within the scope of the contractual relationship - the title, academic degree, year of birth and the professional, industry or business name of the customer in accordance with Art. 6 para. 1 lit. f) GDPR and to use them for sending interesting offers and information on products of **Marker Dalbello Vökl Austria GmbH** via personalised direct mail.

The customer can object to the storage and use of your data for this purpose at any time by sending an appropriate message to the person responsible.

If the customer registers for the **Marker Dalbello Vökl Austria GmbH** e-mail newsletter, **Marker Dalbello Vökl Austria GmbH** regularly sends the customer information on the offers of **Marker Dalbello Vökl Austria GmbH**. The indication of further possibly data is voluntary and is used in order to be able to address the customer personally. **Marker Dalbello Vökl Austria GmbH** uses the double opt-in procedure for sending the newsletter. This means that **Marker Dalbello Vökl Austria GmbH** will not send the customer an e-mail newsletter until the customer has expressly confirmed to **Marker Dalbello Vökl Austria GmbH** that he agrees to the dispatch of the newsletter. **Marker Dalbello Vökl Austria GmbH** will then send the customer a confirmation e-mail asking the customer to confirm by clicking on an appropriate link that the customer wishes to receive the newsletter in the future.

When registering for the newsletter, **Marker Dalbello Vökl Austria GmbH** stores the IP address registered by the Internet Service Provider (ISP) as well as the date and time of registration to be able to trace any possible misuse of the customer's e-mail address at a later point in time. The data collected by **Marker Dalbello Vökl Austria GmbH** when registering for the newsletter will be used exclusively for the purposes of advertising by means of the newsletter.

The customer can unsubscribe from the newsletter at any time via the link provided in the newsletter or by sending a corresponding message to the responsible person named above. After un-subscription, the customer's e-mail address will be deleted from the **Marker Dalbello Vökl Austria GmbH** newsletter mailing list without delay, unless the customer has expressly consented to further use of his data or **Marker Dalbello Vökl Austria GmbH** has reserved the right to use data beyond this, which is permitted by law and informs the customer about **Marker Dalbello Vökl Austria GmbH** in this declaration.

I agree to the use of my above data for personalised direct advertising (products of the companies: Vökl, Marker, Dalbello) and the dispatch of the newsletter by e-mail, post, fax, telephone. The consent can be revoked at any time.

Place/Date

Signature / Company Stamp Customer

# General Terms and Conditions of Marker Völkl Austria GmbH

(31/05/2012)

## 1. Scope of application

1.1. All deliveries and services provided by Marker Völkl Austria are based exclusively on these General Terms and Conditions. Any regulations that differ from these General Terms and Conditions, in particular the General Terms and Conditions of the contractual partner, are not recognised and only apply if confirmed in writing by Marker Völkl Austria before the conclusion of the contract. Marker Völkl Austria is not obliged to expressly contradict the General Terms and Conditions of the contractual partners, even if their General Terms and Conditions specify the applicability of the same as an explicit condition. Marker Völkl Austria declares its volition to contract solely on the basis of these General Terms and Conditions.

1.2. The General Terms and Conditions of Marker Völkl Austria also apply to all future business relationships and all agreements.

## 2. Offers and order acceptance:

2.1. All our offers are non-binding and subject to confirmation.

2.2. Sales, orders and contracts with us only take effect upon our written (order) confirmation.

2.3. The amounts, measurements and design details specified in the order confirmation from Marker Völkl Austria, as well as the unit prices and conditions, must be checked by the contractual partner immediately after receipt of the order confirmation. If the contractual partner does not complain of any discrepancies within 7 calendar days of sending the order confirmation and inform us of this immediately in writing, the designs specified in the order confirmation are considered agreed and binding.

## 3. Delivery

3.1. Delivery terms are non-binding and do not begin before all technical and other design details are submitted. Settling agreed payments and/or fully clarifying all design specifications. Delivery delays do not entitle the contractual partner to assert any warranty claims, error contestation claims or compensation claims. The contractual partner must accept unilateral changes to the service provided by us, particularly technical changes in production and alterations to sizes, weights, colours and patterns, as long as these are objectively justified. This also applies to subsequent deliveries.

3.2. Compliance with the delivery term is contingent on the fulfilment of all contractual obligations of the contractual partner.

3.3. Delivery disruptions of any kind on our part or that of our carriers, natural events, strikes and other circumstances which we could not foresee or for which we are not responsible entitle us to extend the delivery term or to cancel the contract in whole or in part to the exclusion of all warranty claims, error contestation claims and compensation claims by the contractual partner. This shall also apply if the events occur when we are already behind schedule.

3.4. We are entitled to make partial deliveries, which can be treated as independent deliveries and can also be invoiced separately. Fluctuations of +/- 10% are permissible for quantity contracts or orders.

3.5. The requirements for the contractual partner to withdraw from the contract in the event of a delayed delivery from us are gross negligence on our part or that of our sub-contractor, or the fruitless expiry of an extension period of at least three weeks as stated in a registered letter.

3.6. In all cases, the risk is transferred to the contractual partner when the goods are handed over to the carrier, even if freight-paid delivery or delivery by our own vehicles has been agreed.

3.7. If the goods are not accepted by the contractual partner despite an appointment being agreed, or if the preparations and measures necessary for delivery are not carried out by the contractual partner, all negative consequences shall be borne by the contractual partner. In particular, in the event of non-acceptance for whatever reason, even if defects are present, the risk shall pass to the contractual partner and the goods delivered shall be accepted by the contractual partner.

3.8. Complaints about partial deliveries do not entitle the contractual partner to reject the remaining deliveries.

## 4. Warranty and liability

4.1. The contractual partner must immediately closely examine the delivered goods for any damage incurred during delivery, discrepancies in the number of items, and defects. The contractual

partner must report any defects in writing immediately, within a maximum of 3 days after receiving the delivery, otherwise no warranty or compensation claims can be made. Excess or short weights and amounts up to +/- 10% do not entitle the contractual partner to a price reduction or compensation claim.

4.2. Notices of defects that are issued to our employees are non-binding for us. In all cases, warranty rights or compensation claims by the contractual partner may no longer be made after the delivered goods are altered or processed, particularly after bindings are attached (screwed or mounted in the 'Motion System').

4.3. In the event that defects are reported in a timely and justified manner, we shall remedy the defect, replace the defective goods or issue a credit note, at our discretion, against a product return and after examining the defective goods. No other claims or consequences of defects, in particular liability for consequential damages (damage to property and/or persons), including from default, may be asserted under any circumstances.

4.4. Improvements, improvement attempts or subsequent deliveries do not extend or interrupt the warranty period. In particular, the warranty period shall not be extended if improvements or improvement attempts are made outside the legal warranty period. Any extension or interruption of the warranty period, expressly agreed in writing, shall only extend to the part of the delivery affected by the defect.

4.5. Defects or claims from the contractual partner against us do not entitle the contractual partner to withhold all or part of the amounts invoiced by us.

4.6. We provide a warranty for six months after delivery in accordance with point 3, guaranteeing that the goods and material delivered correspond to the current state of technical development and any expressly promised properties. If the contractual partner or the recipient of the goods wishes to assert their warranty rights or claim for damages, the contractual partner must prove the existence of the defect at the time of handover or transfer of risk as a prerequisite (point 3 of these General Terms and Conditions). We assume no warranty or liability for the goods delivered by us for the adjustment and proper preparation or assembly of the material or for any accidents resulting from this.

4.7. Our declaration, described as a 'Guarantee' only constitutes a statutory (extended) warranty, and is not a promise of a guarantee.

4.8. If the goods are mounted incorrectly by the contractual partner or their agents, or if they are inadequately maintained, or if repairs or alterations are carried out by a third party, this nullifies all warranty or compensation claims on the part of the contractual partner.

4.9. For damage to the contractual partner or third parties, we shall only be liable in the case of gross negligence and wilful intent, whereby the contractual partner must prove our culpability. Likewise, we accept no liability for loss of profits by the contractual partner or third parties, such as claims for damages or error contestation that arise from any defective delivery.

4.10. We shall not be liable for material damage suffered by our contractual partner within the scope of their company and the contractual partner expressly waives the right to claim for compensation (e.g. according to the Product Liability Act). The contractual partner undertakes to transfer this waiver to another company in the event that the goods are resold to that company. The contractual partner also expressly waives their right to any recourse against us in the event of a claim under the Product Liability Act.

## 5. Prices and payment conditions

5.1. Unless otherwise agreed, our prices are ex works/warehouse, including loading and packing, plus statutory VAT. If no other payment terms have been expressly agreed, the invoice amount is payable within 10 days of the invoice date with a 3% discount or within 30 days of the invoice date without any discount (net).

5.2. For partial invoices, the partial payments become due upon receipt of the relevant invoice. Any rebates, rewards and other discounts that are granted are conditional upon receipt of full payment before the payment deadline and can only be claimed by the contractual partner if all contracts pending or not yet fulfilled when the contract is concluded are duly fulfilled. If the contractual partner resells the delivered goods to other retailers (dealers, department stores or wholesale stores), all previously granted conditions (discounts, rewards, etc.) are nullified.

5.3. Bills of exchange and cheques shall only be accepted with our

express approval, subject to the proviso that payment is made, and shall not be regarded as final payment until they have been fully redeemed. All expenses, fees and costs shall be borne by the contractual partner, even if they are passed on or rolled over; they are to be paid in cash in advance. We accept no liability for the timely submission, rejection and/or non-redemption of a bill of exchange. No discount will be granted if paying by bill of exchange.

5.4. If the payment term is exceeded, even for just one (partial) invoice, the contractual partner will be in default, without being sent a reminder. All the receivables that are not yet due from the contractual partner will immediately become due for payment, with no discount applied. Furthermore, the contractual partner undertakes to pay interest on arrears of a minimum of 1% p.m. if the term of payment is exceeded for whatever reason. This also applies if the agreed payment term is exceeded through no fault of the contractual partner. We reserve the right to assert further claims for damages.

5.5. Any counterclaims due can only be set off against our claims if we have acknowledged the counterclaim in writing or if it has been legally awarded by a court of law.

5.6. The contractual partner has no right of retention. In particular, the contractual partner may not refuse or postpone payment of the purchase price due to any defect complaints raised or incomplete deliveries.

5.7. We are entitled to refuse to deliver any goods ordered from us until the contractual partner has fulfilled all obligations existing towards us at the time of the agreed delivery. Even if the contractual partner is only in default for a partial delivery, all our other receivables from all deliveries and services made to the contractual partner shall immediately become due.

5.8. Our representatives and other employees are not authorised to accept payment or other dispositions without written authority to collect.

## **6. Retention of title**

6.1. Goods delivered by us remain our property until all invoice amounts have been paid in full, including all ancillary claims, such as interest and operating costs from all deliveries.

6.2. The contractual partner is, however, entitled to resell the goods that are subject to retention of title in the ordinary course of their business. This entitlement does not exist if the contractual partner falls into arrears with payment or is forced to acknowledge that they cannot pay the requested amount in full by the due date.

6.3. The contractual partner now hereby irrevocably assigns to us any receivables accrued from the resale of goods subject to retention of title, irrespective of any alteration or processing, whereby these receivables arise at the same time as our receivables. When the receivables arise, the contractual partner undertakes to note the assignment in their books or in their computerised account.

6.4. No pledging, transferring by way of security or other encumbrance of goods that are subject to retention of title shall be permitted for the duration of our right of ownership. We must be notified immediately of any third-party access to the goods subject to retention of title. The contractual partner must, at their own expense, take every precaution necessary to prevent such access by third parties and must fully indemnify us against all costs arising from safeguarding our ownership claims (e.g. attachment proceedings).

6.5. The contractual partner assigns to us, in advance, any insurance or compensation claims arising from the destruction of or damage to the goods that are subject to retention of title and/or undertakes to ensure these claims are correctly assigned.

6.6. We are entitled to request the immediate return of any delivered goods which have not yet been fully paid for if the contractual partner does not fulfil its payment obligations to us in a punctual and complete manner, or if bankruptcy or judicial composition proceedings are applied for or instigated against the contractual partner's assets, the contractual partner ceases payment or approaches its creditors for the purposes of settling out of court. The assertion of the retention of title is not considered a withdrawal from the contract, so the contractual partner must still pay the purchase price in all cases. Our entitlement to claim for damages due to non-fulfilment remains valid in all cases.

6.7. The contractual partner is obliged to provide us with details of the whereabouts or any resale of the goods subject to retention of title, stating the name and address of the purchaser.

## **7. Limitation of liability**

7.1. As a matter of principle, we can only be held liable by our contractual partners in cases of gross negligence. No form of compensation claim may be made against us or our vicarious agents due to delay, impracticability, assembly errors or repair damage,

consultation errors or breach of ancillary contractual obligations. The contractual partner must, in all cases, prove that gross negligence occurred when asserting compensation claims against us. The amount of all compensation claims made against us by the contractual partner shall be limited to the net price of the individual contractual object, on the basis of which the compensation claim is being made against us.

## **8. Choice of law, place of fulfilment and jurisdiction**

8.1. For disputes arising from or in connection with this contract, the contractual partners shall make an explicit choice of law, according to which Austrian substantive and formal law shall apply to such disputes.

8.2. Jurisdiction agreement For any disputes arising from or in connection with this contract / transaction, the parties agree upon the local jurisdiction of the Ried im Innkreis court district; the competence of the court to be convened depends on the amount claimed in the dispute, or any previous competence of this court.

8.3. The place of fulfilment for deliveries and payment, as well as for all obligations of the contractual partner, is also agreed, in the meaning of Article 5 EuGVVO (European Jurisdiction and Enforcement Regulation), as 4770 Andorf.

8.4. Austrian law (with the exception of the UN CISG) applies to the legal relationship between us and the contractual partner.

8.5. For all potential legal disputes arising from or in connection with the transaction in question, the competence of the court having subject-matter and local jurisdiction for 4770 Andorf, Austria, is agreed.