GENERAL TERMS AND CONDITIONS (GTC)

§ 1 SCOPE

1. From 31.10.2026, contracts between Blue Tomato and the customer shall be governed exclusively by the following General Terms and Conditions, irrespective of the means of communication used.
2. By placing an order with Blue Tomato, the customer accepts that Blue Tomato's GTC apply exclusively to the contractual relationship. Blue Tomato does not recognise any deviating terms of the customer unless Blue Tomato's management has expressly agreed to their validity in writing.

§ 2 CONCLUSION OF CONTRACT AND WITHDRAWAL

1. **Ordering process, correcting an order, cancelling an order**

   Once you have selected the product you want, you can add it to your shopping basket without obligation by clicking the "Add to basket" button. You can view the contents of your shopping basket at any time without obligation by clicking the "Basket" button. You can remove products from the shopping basket at any time by clicking the "x" button. If you want to buy the products in your shopping basket, click the "Checkout" button. Please enter your details. You can order as a guest or create a customer account. If you wish, you can register as a "New user". For future orders, you will then only need to enter your login and password. Your data is transmitted in encrypted form. After entering your details and selecting the payment and delivery method, you will be taken to the order page, where you can check your entries once again. You complete the ordering process by clicking the "Buy now" button. You can correct your entries by using the browser's "back arrow". You can cancel the ordering process at any time by closing the browser.

   The presentation of the products in the online shop does not constitute a legally binding offer but a non-binding online catalogue. By clicking the "Buy now" button, you place a binding order for the goods contained in the shopping basket. Confirmation of receipt of the order is sent by automated e-mail immediately after the order has been submitted and does not yet constitute acceptance of the contract. The contract is only accepted when you receive an e-mail from us confirming the dispatch of the goods or the order. We may accept your order within two days.
2. You have the option of concluding the purchase contract in German or English. The language of ordering and business is likewise either German or English, as you choose. We store the text of the contract and send you the order details by e-mail. If you have registered with us, you can view orders you have already placed in your customer account.
3. If we are unable to accept the offer or if certain products in the order are no longer available, you will be informed of this without delay.
4. In the event of material typing, printing or calculation errors on the website which were or should have been recognisable to the customer when the contract was concluded, Blue Tomato is entitled to challenge the contract on the grounds of error pursuant to § 871 ABGB (Austrian Civil Code).
5. All offers are valid while stocks last. If our supplier fails to deliver the ordered goods to us despite a contractual obligation to do so, we are entitled to withdraw from the contract, provided that we are not ourselves responsible for the non-delivery and cannot reasonably obtain the goods elsewhere. In this case, you will be informed without delay that the ordered product is not available. Any purchase price already paid will be refunded within 14 days or, at your request, credited towards other goods.
6. Information on the conditions and consequences of the right of withdrawal is set out in the following withdrawal policy:

WITHDRAWAL POLICY

Right of withdrawal
The statutory withdrawal period is 14 days from the day on which you, or a third party other than the carrier, take possession of the goods or, in the case of partial deliveries, of the last item.
In addition to the statutory 14-day right of withdrawal, we voluntarily grant you a right of withdrawal extended to a total of 21 days for items that are also subject to the statutory right of withdrawal. You therefore have the right to withdraw from this contract within 21 days without giving any reason.

To exercise your right of withdrawal, you must inform us

Blue Tomato GmbH
Hochstraße 628 A-8970 Schladming
info@blue-tomato.com
Tel. (AT): +43 (0) 316 455 123

of your decision to withdraw from the contract by means of a clear statement (e.g. an e-mail). You may use the withdrawal form provided by us, but this is not mandatory. You can also declare your withdrawal using the "Withdraw from contract" function, which you will find in the footer of every page and in your order confirmation email. We will confirm receipt of your withdrawal by e-mail without delay.

To meet the withdrawal deadline, it is sufficient for you to send your notice of exercising the right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal
If you withdraw validly, we shall reimburse all payments received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days of the day on which we receive notice of your withdrawal from the contract. We may withhold reimbursement until we have received the goods back or until you have provided proof that you have sent back the goods, whichever is earlier.

We will make this reimbursement using the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no event will you be charged any fees as a result of this reimbursement.

Please send back the goods without delay and in any event no later than 14 days from the day on which you informed us of your withdrawal from this contract, as follows:

For deliveries to all countries except Switzerland and Norway, to:
Logistics Centre Blue Tomato
Blue Tomato GmbH
Köglerweg 50 Halle 1 A-8042
Graz

For deliveries to Switzerland, to:
Blue Tomato Retouren Postfach
9029 St. Gallen
Switzerland

For deliveries to Norway, to:
Blue Tomato Shop Oslo
Grensen 13
NO-0159 Oslo
Norway

The deadline is met if you send the goods before the period of fourteen days has expired.

The use of any return sticker and return form is optional and does not limit your right of withdrawal.

If you are unable to return to us the article received or if you can only do so in a deteriorated condition, you must compensate us for the loss in value to that extent. You only have to pay compensation for deterioration of the item and for benefits derived from it if the benefits or the deterioration are attributable to handling of the item beyond what is necessary to examine its characteristics and functioning. “Examining the characteristics and functioning” means testing and trying out the goods in question in the way that would be possible and customary in a shop.
Unless the parties have agreed otherwise, there is no right of withdrawal for the following contracts:

- contracts for the supply of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive, or which are clearly tailored to the consumer’s personal needs,
- contracts for the supply of sealed goods that are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery,
- contracts for the supply of goods if, after delivery, they have been inseparably mixed with other goods due to their nature,
- contracts for the supply of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery,
- contracts for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts.

Goods that can be sent by parcel are to be returned at our risk. You bear the direct costs of the return. If the value of your order reaches the minimum order value applicable to your country of delivery, we will cover the return costs. The minimum order values per country of delivery and the countries in which we do not cover return costs can be found on our information page. The decisive minimum order value is the one applicable at the time of your order.

The cost of returning goods that cannot be sent by parcel (in particular surfboards and stand-up paddle boards) must be borne by the customer. These costs may vary depending on the country of delivery.

END OF WITHDRAWAL POLICY

§ 3 DELIVERY

1. Unless otherwise agreed, delivery is made to the delivery address specified by the customer.
2. Delivery is carried out by various shipping service providers. The individual delivery conditions and delivery costs can be found in the corresponding detailed information on the information page.
3. Delivery is made from Blue Tomato's warehouse. The risk passes to the customer upon handover to the customer or to a third party designated by the customer.
4. Blue Tomato is not responsible for delays in delivery or performance due to force majeure. Events of force majeure entitle Blue Tomato to postpone delivery for the duration of the impediment plus a reasonable start-up period, or to withdraw from the contract in whole or in part with respect to the part not yet fulfilled. Strikes, natural disasters, war, blockades, export and import bans and other acts of sovereign authority are deemed equivalent to force majeure, regardless of whether they occur at Blue Tomato or at one of Blue Tomato's suppliers. In the event of force majeure for which the customer is not responsible, the customer is likewise entitled to withdraw from the contract after a reasonable period has expired.
5. We shall notify the customer without delay of the occurrence of an event of force majeure that will impede an upcoming delivery.

§ 4.1 DUE DATE AND PAYMENT, DEFAULT

1. All Blue Tomato product prices are gross prices, include the statutory VAT of the respective country and are shown in the stated currency. Prices apply at the time of ordering, including VAT, plus all shipping-related charges, until revoked. Invoicing is in euros. In some countries, exchange rate differences may arise if payment is made in another currency. Blue Tomato uses the exchange rates of the European Central Bank.
2. For customers from countries outside the EU, Switzerland and Norway, Blue Tomato deducts VAT. Payment of country-specific import VAT and sales tax is the responsibility of the customer and does not fall within Blue Tomato's remit. Any customs duties incurred must be paid by the customer.
3. The purchase price is due immediately upon conclusion of the contract.
4. You can pay the purchase price by credit card and PayPal in all delivery countries. You can find out which other payment methods (such as purchase on account or instalment purchase via Klarna, direct debit or iDEAL) are available in your country of delivery on our information page. For the PayPal Express payment method, Blue Tomato stores the e-mail address and delivery address held by PayPal in order to process the order. The customer may at any time request Blue Tomato login details in order to track their order. For purchase on account, the invoiced amount must be paid to the account of our external partner Klarna stated on the invoice no later than the due date stated on the invoice. The purchase on account payment method is not available for all offers and requires, among other things, a successful credit check by Klarna. If, following a credit check, the customer is permitted to purchase on account for certain offers, payment is processed in cooperation with Klarna, which takes over Blue Tomato's invoice claim once the purchase contract has been concluded. Even for purchases on account via Klarna, Blue Tomato remains responsible for general customer enquiries (e.g. regarding goods, delivery time, shipping), returns, complaints, declarations and returns of withdrawal, or credit notes.
5. If you as a customer default on payment, you owe statutory default interest. For purchase on account via Klarna, the payment and default provisions of Klarna's General Terms and Conditions apply (Klarna AT GTC, Klarna CH GTC, Klarna DE GTC, Klarna FI GTC, Klarna NO GTC, Klarna SE GTC).

§ 4.2 PERFORMANCE

1. Unless otherwise agreed, performance takes place at the location specified by Blue Tomato or, alternatively, at Blue Tomato's registered office.
2. Blue Tomato is not responsible for delays in performance due to force majeure. Events of force majeure entitle Blue Tomato to postpone performance for the duration of the impediment plus a reasonable start-up period, or to withdraw from the contract in whole or in part with respect to the part not yet fulfilled. Strikes, natural disasters, war, blockades, epidemics and other acts of sovereign authority which, viewed objectively, were not culpably caused by Blue Tomato or the supplier concerned are deemed equivalent to force majeure. In the event of force majeure for which the customer is not responsible, the customer is likewise entitled to withdraw from the contract after a reasonable period has expired.
3. Blue Tomato will notify the customer of the occurrence of such events of force majeure.

§ 5 SET-OFF

1. The customer is only entitled to set off (1) in the event of Blue Tomato's insolvency, (2) if the customer's counterclaims are legally connected with the customer's liability towards Blue Tomato, or (3) if the customer's counterclaims have been finally established by a court or acknowledged by Blue Tomato.

§ 6 RETENTION OF TITLE

1. All our deliveries and services are subject to retention of title. The goods delivered remain the property of Blue Tomato until all claims against the customer have been settled in full.
2. If you purchase from Blue Tomato as an entrepreneur acting in the course of your commercial or independent professional activity, as a legal entity under public law or as a special fund under public law, we retain title to the purchased item until all outstanding claims arising from our business relationship with you have been settled. The corresponding security rights are transferable to third parties. Extraordinary dispositions such as pledging or transfer by way of security are not permitted. If the goods subject to retention of title are processed, mixed or combined with other materials, Blue Tomato acquires co-ownership of the resulting products in proportion to the value of the goods subject to retention of title to that of the other materials. In the event of seizure of the goods subject to retention of title, Blue Tomato must be informed without delay and supported in securing its rights. In addition, all costs arising in this connection, in particular those relating to third-party opposition proceedings, must be reimbursed.
3. You are only entitled to set off (1) in the event of Blue Tomato's insolvency, (2) if your counterclaims are legally connected with your liability towards Blue Tomato, or (3) if your counterclaims have been finally established by a court or acknowledged by Blue Tomato.
4. If the customer is in default with any payment obligations towards us, all existing claims become due immediately.

§ 7 WARRANTY

1. The warranty period is governed by the statutory provisions. It is 2 years and begins on the date of receipt of the goods.
2. Blue Tomato gives no guarantee either in addition to or beyond the statutory warranty. Claims under a manufacturer's guarantee are available to the customer only against the manufacturer that gave the guarantee.
3. The warranty does not cover normal wear and tear or wear resulting from use.
4. If the purchased item is defective, the customer is entitled to repair or replacement. If the chosen remedy is impossible, would involve disproportionate effort for Blue Tomato, is unreasonably delayed or is refused by Blue

Tomato, the customer is entitled to demand an appropriate reduction of the purchase price or, unless the defect is merely minor, to rescind the contract.

5. If a defect occurs in a product purchased in the online shop, please contact our customer service. You can find the contact details on our page Service & Advice in the Blue Tomato Online Shop. We will review your complaint and let you know how to return the goods, if applicable.
6. Compensation for consequential damage (caused by defects) and for other property damage, financial loss and third-party damage against the customer is excluded, unless the transaction is a consumer transaction.

§ 8 LIABILITY

1. Any claims of the customer against Blue Tomato other than the warranty claims governed by § 7, in particular claims for damages, are excluded. Blue Tomato is therefore not liable for damage that did not occur directly to the delivered item itself and, in particular, not for lost profits or other financial losses of the customer. This exclusion of liability does not apply to claims for damages for personal injury or resulting from grossly negligent or intentional conduct. Insofar as Blue Tomato's liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.
2. Blue Tomato is not liable for the services offered on its website being accessible without interruption.
3. The customer expressly acknowledges that bindings have been mounted solely on the basis of the customer's general details. No adjustment is made according to actual body weight, height, riding ability and type of use. The customer therefore acknowledges that sets with mounted bindings are not ready to ride! The customer undertakes to have the settings adjusted in accordance with the applicable standards by an authorised dealer (technician) and to have them checked regularly.

§ 9 LINKS AND REFERENCES

1. The links set by Blue Tomato to third-party sites merely serve as signposts to those sites; they are therefore displayed as external links in separate browser windows. Blue Tomato does not identify with the content of the sites referred to and accepts no liability for them.

§ 10 DUTY TO PROVIDE INFORMATION

1. When ordering, the customer is obliged to provide truthful information. If the customer's details change, in particular name, address, e-mail address or telephone number, the customer is obliged to notify Blue Tomato of this change without delay by updating the details. If the customer fails to provide this information or provides false details from the outset that were essential to the conclusion of the contract, such as in particular an incorrect e-mail address, Blue Tomato may withdraw from the contract if a contract has been concluded.

§ 11 APPLICABLE LAW AND PLACE OF JURISDICTION

1. Austrian law applies.
2. Unless mandatory statutory provisions conflict, all legal transactions between Blue Tomato and the customer shall be governed exclusively by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
3. For consumers within the meaning of Art. 6 of the Rome I Regulation (Regulation (EC) No 593/2008), the mandatory consumer protection provisions of their country apply, unless the respective Austrian provisions are more favourable to the consumer.

4. If the customer has no general place of jurisdiction in Austria, moves their place of residence or habitual abode abroad after conclusion of the contract, or if their place of residence or habitual abode is unknown at the time the action is filed, Schladming is the agreed place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Mandatory provisions, in particular under Art. 18 of Regulation (EU) No 1215/2012, remain unaffected.
5. If the customer has their place of residence or habitual abode in Austria or is employed in Austria, an action against the customer may, pursuant to §§ 88, 89, 93(2) and 104(1) JN (Austrian Jurisdiction Act), only be brought before the court in whose district the place of residence, habitual abode or place of employment is located. This does not apply to legal disputes that have already arisen. For any legal disputes arising from the contract, the mandatory consumer law provisions at the customer's place of residence also apply to the contractual relationship.
6. Blue Tomato recognises the Internet Ombudsstelle (Internet Ombudsman) as an out-of-court dispute resolution body:

   Internet Ombudsstelle
   Ungargasse 64-66/3/404
   1030 Vienna
   www.ombudsstelle.at

§ 12 DATA PROTECTION

1. All data collected by us is used and processed exclusively within the framework of the applicable data protection laws and in accordance with our privacy policy .

§ 13 SEVERABILITY CLAUSE

1. Should individual provisions of this contract be or become invalid or unenforceable, whether before or after conclusion of the contract, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the statutory provisions.