



go-e GmbH

Satellitenstraße 1
AT 9560 Feldkirchen

General Terms and Conditions for sales partners

1. Scope of application

1.1 For all orders (inter alia over our on-line Shop) by entrepreneurs (in the following named sales partners) the following GTC apply. A sales partner is a natural or legal person or a legal partnership, that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction. If the sales partner uses contrary or supplementary General Terms and Conditions, their validity is hereby rejected; they only become part of the contract if we have expressly agreed.

1.2 If individual provisions of these GTC should be or become invalid in whole or in part due to mandatory statutory provisions or if there should be a regulatory gap, the contractual parties shall make a legally effective replacement provision that comes as close as possible to the economic result of the invalid or incomplete provision. The validity of the remaining provisions shall remain unaffected.

1.3 Furthermore, these General Terms and Conditions shall also apply to all further legal transactions concluded with a contractual partner after the first legal transaction.

2. Contract language

Contract languages are German or English. Sales partners inquiries and/or the handling of any sales partner complaints are also made in German or English.

3. Object of the contract

go-e GmbH delivers goods, products or services ordered by the sales partner.

4. Contractual partner, conclusion of contract

4.1 All offers made by go-e GmbH are non-binding and subject to change.

4.2 A contract between sales partner and go-e GmbH is only concluded by an order confirmation in text form (post, fax or e-mail) by the go-e GmbH, whereby such an order confirmation usually takes place within 5 working days after receipt of the binding offer of the consumer.

4.3 By placing the products in the online shop, go-e GmbH makes a binding offer to conclude a contract for these articles. The sales partner may initially place the products in the shopping basket without obligation and can correct his entries at any time by using the correction aids provided and explained in the order process before sending his binding order.

Company data UID: ATU70018303 -

FN: 442 126k - Landesgericht Klagenfurt

Bank details Volksbank Kärnten -

IBAN: AT45 4213 0338 8246 0000 BIC: VBOEATWWKLA

Mail: office@go-e.co

Tel: +43 4276 624 00 10

www.go-e.com

4.4 The contract is concluded when the sales partner accepts the offer for the goods contained in the shopping basket by clicking on the order button. Immediately after sending the order, the sales partner receives another confirmation by e-mail. A binding contract can also be concluded before if the order is placed by the sales partner by clicking on the „Order Now“ button. The languages available for the conclusion of the contract are German and English. The go-e GmbH saves the contract text and sends the order data to the sales partner. The sales partner can also view the GTC at any time logged into his account on the shop website of go-e GmbH:

<https://shop.go-e.co/General-Terms-And-Conditions>

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4.5 The information contained in brochures or similar documents and the information provided with an offer such as illustrations, drawings, descriptions, dimensions, weight, performance and consumption data are only approximate unless they are expressly designated as binding.

4.6 For data security reasons, past orders are no longer accessible to the sales partner via the Internet.

5. Delivery time

5.1 The delivery time stated in the online shop is not binding. go-e GmbH tries to keep delivery times as short as possible.

5.2 The delivery of the ordered goods to the sales partner is always made within the individually agreed delivery period. Delivery periods were observed if the delivery item has been dispatched by the end of the delivery period and has been received by the customer no later than 4 days after the end of the delivery period. Unless otherwise agreed, the delivery period commence upon receipt of payment on the account notified by go-e GmbH.

5.3 If orders cannot be fulfilled in whole or in part for reasons beyond the control of go-e GmbH, the delivery date/ delivery period shall be extended by the period of the disruption, unless delivery is finally impossible.

6. Prices, price list

6.1 All purchase prices quoted by go-e GmbH are, unless otherwise expressly stated, in Euro net plus statutory VAT. All stated EIA (non-binding sales prices) include statutory value-added tax.

6.2 With shipping by go-e GmbH, delivery costs will be added to the stated prices. The sales partner can find out the amount of the shipping costs for orders in our online shop in the course of determining the shipping costs in the respective shopping basket. For personal orders, the shipping costs will be announced directly to the sales partner. The shipping costs can also be viewed in the respective valid price list.

6.3 The purchase prices can be obtained from the valid price list. go-e GmbH reserves the right to change the price list. The reseller is free to determine his resale price, but takes note of the price recommendation according to the price list.

7. Payment

The following payment methods are available to you in the online shop of go-e GmbH:

Instant transfer

You pay the invoice amount via the online provider „instant transfer“. You do not need to be registered for this. The payment is processed with the help of your PIN and TAN via your house bank.

Credit Card VISA

When paying by VISA credit card, you will be redirected to the site of our credit card service provider mPAY24 and the amount will be debited from your credit card.

Credit Card Master Card

When paying by Master Card credit card, you will be redirected to the site of our credit card service provider mPAY24 and the amount will be debited from your credit card.

Bank transfer

When selecting the payment method bank transfer, we will give you our bank details in the order confirmation and deliver the goods after receipt of payment. The payment has to take place up to 5 days after entrance of the confirmation of order by cash in advance.

Delivery on invoice

For authorized sales partners, the first delivery is made against prepayment. All further deliveries are made against invoice. In principle, invoices of go-e GmbH are due for payment without deduction upon receipt of the respective invoice.

8. Retention of title

8.1 The goods offered and delivered by go-e GmbH or otherwise handed over remain the property of go-e GmbH until payment has been made in full.

8.2 If, for whatever reason, the sales partner gets into payment delay, go-e GmbH is entitled to challenge or take back goods subject to retention of title. Further claims for damages remain unaffected.

8.3 If a third party accesses the goods (e.g. garnishment of goods), the customer is obliged to point out the reserved property of go-e GmbH and to inform go-e GmbH immediately.

9. Transport damages

The risk of accidental loss and deterioration passes to the sales partner as soon as we have handed over the goods to the freight forwarder, the carrier or the person or institution otherwise designated to carry out the shipment. The obligation to examine and give notice of defects regulated in § 377 UGB applies between entrepreneurs. If the sales partner omits the notification regulated there, the goods are deemed approved.

10. Manufacturer's warranty, statutory warranty and exclusions

You can find all information about the guarantee and the legal warranty for go-e products here:

<https://go-e.com/en/support/warranty>

11. Compensation

11.1 An obligation to pay damages on the part of go-e GmbH is limited to intent and gross negligence, as far as this is legally permissible. A liability for damages to body and health is excluded.

11.2 The compensation obligation of go-e GmbH is limited to the maximum amount of the insurance sum of the existing liability insurance.

11.3 This limitation of liability also extends to claims against employees and/or vicarious agents of go-e GmbH.

12. Software rights, documentation and intellectual property

12.1 In connection with the sales to customers made by the sales partner, go-e GmbH guarantees the sales partner a non-exclusive, non-transferable and territorially limited right of use to all industrial property rights and other intellectual rights and copyrights to which the go-e GmbH and/or its affiliated companies are entitled with regard to the contractual products.

12.2 If software and/or documentation are integrated into a delivered product, the sale of such a product to the sales partner does not constitute a transfer of ownership rights of such software and/or documentation as well as any industrial property rights. Only a non-exclusive and non-transferable authorization is obtained by the contractual partner to use this software and/or documentation in the contract territory and only in connection with the contractual products or their acquisition and resale.

12.3 The sales partner is expressly prohibited from doing the following without the prior written permission of go-e GmbH:

- to modify, adapt, change, translate any software contained in the contractual products or provided by go-e GmbH in connection with the contractual products or to produce products derived from them

- assign, license, sublicense, lease, loan, or otherwise transfer this Software
- mix or blend the Software with any other Software
- decompile, disassemble or otherwise obtain the source code of the Software.

12.4 The sales partner has to leave any hints on industrial property rights of the go-e GmbH or of third parties, which are pointed out in the context of the delivery of contract products (and associated software), without change or alteration.

13. Data protection

13.1 By concluding the contract, the sales partner consents to the collection, processing and use of his personal data by go-e GmbH, insofar as this data is necessary for the provision of the agreed services.

13.2 No sale, exchange or other unauthorized use of personal data and information of the sales partner takes place on the part of go-e GmbH. The go-e GmbH doesn't pass on personal data of a sales partner to third parties, unless the sales partner has given his consent or there is a legal or contractual obligation for the go-e GmbH to surrender the data.

13.3 The sales partner has the right at any time to request information about the personal data stored by go-e GmbH as well as any recipients of this data. This information is free of charge and is always provided in writing by e-mail, in exceptional cases (if the customer has no possibility of receiving it) by letter. The request for information is to be addressed to go-e GmbH in writing and signed by the sales partner in his own hand, enclosing a copy of the identity card or proof of power of representation for a legal entity.

13.4 The sales partner has within the framework of the legal requirements the right to demand the correction or deletion of the data stored by him at any time. An e-mail with the following information is enough for this purpose: name/company, date of birth/company register number and e-mail address of the customer as well as customer number or booking number of the last booking.

13.5 The sales partner is aware that data protection for data transmissions on the Internet is not fully guaranteed according to the current state of the art. In particular, e-mails do not represent secure communication, since the reading of contents cannot be technically excluded. In this respect, the sales partner himself is responsible for the security of the data he transmits to go-e GmbH.

14. Place of jurisdiction, applicable law

14.1 Any contractual relationship with the customer shall be governed exclusively by Austrian law to the exclusion of the conflict of laws provisions, in particular the UN Convention on Contracts for the International Sale of Goods.

14.2 For disputes arising from and in connection of business relations with go-e GmbH - as far as legally permissible - the exclusive jurisdiction of the court responsible for 9020 Klagenfurt am Wörther See is agreed.

14.3 Mandatory legal regulations of the state in which the customer has his usual residence remain unaffected by the agreements according to points 15.1 and 15.2 of these GTC.

As of: 23.09.2021