

## General Terms and Conditions for Purchases via the online shop of Big Agnes, Inc.

### 1 Scope of application and subject matter of the contract

- 1.1 We, Big Agnes, Inc., 840 Yampa St., Steamboat Springs, CO 80487 (Colorado), USA ("**we**", "**us**") offer via our website EU.bigagnes.com ("**Website**") our customers ("**you**", "**yours**") the purchase of various products for outdoor activities, in particular tents, sleeping bags, sleeping pads, camp furniture, backpacks, outdoor clothing and camping accessories ("**Products**").
- 1.2 These General Terms and Conditions for Purchases via the online shop of Big Agnes, Inc. ("**T&Cs**") govern the contractual relationship between you and us (together the "**Parties**") for the purchase of Products via our Website.
- 1.3 These T&Cs apply in the version valid at the time of the order. The currently valid T&Cs are available at <https://eu.bigagnes.com/pages/terms-and-conditions> during the ordering process and at any other time and can be saved and printed by you there. We do not save this contract text after conclusion of the contract.

### 2 Contractual partners and conclusion of the contract

- 2.1 You can purchase products on the Website as a registered user or as a guest. As a registered user, your order data will be saved and automatically pre-entered during the order process in order to process orders more quickly.
- 2.2 The display of the products offered on the Website does not constitute a binding offer to conclude a purchase contract, but an invitation for you to submit an offer. You submit a binding offer to purchase the selected products as soon as you have provided all the information requested during the ordering process, accept these T&Cs and click on the "**Buy Now**" button ("**Offer**"). Until you click on the "**Buy Now**" button, you can initially place our products in the shopping cart without obligation and correct your entries at any time before submitting your binding order by using the correction aids provided and explained for this purpose in the order process.
- 2.3 After we have received your offer, we will send you a confirmation of your order for the products by email ("**confirmation of receipt email** "). This confirmation of receipt email does not constitute a declaration of acceptance by us.

2.4 The purchase contract is concluded when we have expressly accepted the offer by sending an order confirmation ("**conclusion of contract**").

2.5 You will be informed about the dispatch with a further dispatch confirmation email. These T&Cs are attached to the dispatch confirmation email.

### **3 Obligations of the customer**

3.1 You are obliged to provide complete and correct information when submitting the offer.

3.2 If a delivery fails, please make sure to cooperate with any instructions by the third-party delivery service provider. Any claims, in particular due to the additional delivery costs incurred, shall be governed by the statutory provisions and under consideration of Section 7.

3.3 Commercial or industrial resale of the products is prohibited. This does not apply if we have given our express consent for this.

### **4 Prices and terms of payment**

4.1 Upon conclusion of the contract, you undertake to pay the purchase price agreed upon conclusion of the contract with regard to the products purchased by you plus any shipping costs agreed upon conclusion of the contract ("**purchase price**").

4.2 Unless otherwise stated, all prices are gross and include statutory VAT, plus any agreed delivery and shipping costs. The purchase price will be clearly communicated to you during the ordering process.

4.3 The purchase price is due upon conclusion of the contract.

4.4 Payment is made using the payment method you selected during the ordering process. If we commission third-party providers with payment processing, for example Klarna or PayPal, their general terms and conditions may apply.

4.5 We are authorised to remove or add individual payment methods. The available payment methods will be displayed to you before the contract is concluded.

4.6 In the event of a return debit note, you are obliged to reimburse the costs actually incurred by us as a result of the return debit note.

## **5 Delivery; Retention of title**

5.1 We only deliver by dispatch. Unfortunately, it is not possible to collect the goods yourself.

5.2 Delivery will be made within the delivery period specified before conclusion of the contract by the shipping service provider you have selected in the delivery method you have chosen. The currently available delivery options can be viewed on the Website. The delivery period begins as soon as we have received the purchase price.

5.3 You have to bear the shipping costs. The amount of the shipping costs will be shown to you before the contract is concluded.

5.4 We are authorised to make partial deliveries insofar as this is reasonable for you. In the event of a partial delivery, you shall only bear the shipping costs incurred for the first of the partial deliveries.

5.5 If goods are delivered with obvious transport damage, please complain about such defects to the deliverer as soon as possible and contact us immediately. Failure to make a complaint or contact us has no consequences for your legal claims and their enforcement, in particular your warranty rights. However, this will help us to assert our own claims against the carrier or the transport insurance company.

5.6 The products remain our property until the purchase price has been paid in full.

## **6 Statutory warranty and guarantees**

6.1 The statutory warranty for defects shall apply.

6.2 In the case of additional guarantees, you will find information on the exact terms and conditions of these with the product and on special information pages on our Website.

## **7 Exclusion and limitation of liability**

We are liable under these T&Cs as follows:

- 7.1 We shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, limb or health.
- 7.2 In cases of slight negligence, we shall be liable for breach of a material contractual obligation. A material contractual obligation within the meaning of this clause is an obligation whose fulfilment is essential for the performance of the contract and on whose fulfilment the contractual partner may therefore regularly rely.
- 7.3 Liability pursuant to Section 7.2 shall be limited to the damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.
- 7.4 The limitations of liability shall apply accordingly in favour of our employees, agents and vicarious agents.
- 7.5 Any liability on our part for guarantees given and for claims based on product liability law or in the event of data protection violations shall remain unaffected.

## **8 Statutory right of withdrawal**

If you are a consumer, i.e. a natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity, you are generally entitled to a statutory right of withdrawal in accordance with the following provisions:

### **8.1 Instructions on withdrawal**

#### **Instructions on withdrawal**

##### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise your right of withdrawal, you must inform us

Big Agnes Inc.

840 Yampa St

Steamboat Springs, CO 80487 (Colorado), USA

Tel: 877.554.8975

Email: [euinfo@bigagnes.com](mailto:euinfo@bigagnes.com)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but this is not obligatory. You can also complete and submit the model withdrawal form or another clear declaration electronically on our website [eu.bigagnes.com/pages/contact](http://eu.bigagnes.com/pages/contact). If you make use of this option, we will immediately send you a confirmation of receipt of such a cancellation (e.g. by email).

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

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us or to

Big Agnes

JAS Europe Returns

Schaapherdersweg 24

2988 CK Ridderkerk, Netherlands

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct costs of returning the goods. The cost is estimated at a maximum of approximately EUR 50.00.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## 8.2 Model withdrawal form

### **Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)).

- To

Big Agnes Inc.

840 Yampa St, Steamboat Springs, CO 80487 (Colorado), USA

euinfo@bigagnes.com:

- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*) /for 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 this form is notified on paper)

- Date

(\*) Delete as appropriate.

## **9 Dispute resolution, Miscellaneous**

9.1 The contract language is German. The contract can also be concluded in English, Italian, Spanish or Dutch language.

9.2 The European Commission provides a platform for online dispute resolution, which you can access at <http://www.ec.europa.eu/consumers/odr>. We are not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

9.3 The contractual relationship between us and you shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer and do not reside in the Federal Republic of Germany, the contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the CISG, unless mandatory provisions of the law of the country in which the consumer has his habitual residence provide otherwise.

9.4 If you do not have a general place of jurisdiction in Germany or in another EU member state, or if you are a merchant or a legal entity under public law, or if you move your permanent residence abroad after these T&Cs take effect, or if your place of residence or habitual abode is not known at the time the action is filed, the exclusive place of jurisdiction for all disputes arising from this contract is Cologne, Germany (*Köln*).

**10 Jurisdiction-specific articles : The following clauses apply to customers of the Belgian website**

10.1 Section 9.1 of these T&C's apply as follows : the language of this contract shall be determined by the language in which the customer places the order, limited to English, Italian, Spanish, French, or Dutch. In the event of any inconsistency or discrepancy between the various language versions of this contract, the German version shall prevail. If you are a consumer, the French or Dutch version shall prevail depending on the official language of your residence.

10.2 Section 9.3 of these T&C's apply as follows: this Agreement will be interpreted fairly in accordance with its terms, and in accordance with Belgian law, without giving effect to any conflict of laws, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer and do not reside in Belgium, the contractual relationship shall be governed exclusively by the laws of Belgium to the exclusion of the CISG, unless mandatory provisions of the law of the country in which the consumer has his habitual residence provide otherwise.

10.3 Section 7.4 of these T&C's is completed as follows:

In no case shall we be responsible for the non-execution of your obligations towards third parties or, generally speaking, of the non-execution of your obligations. In addition you agree to indemnify and hold us harmless for any third party claim directed towards us unless that third party can demonstrate that the claim is (i) based on a fault which cannot qualify as a contractual fault under these T&C's (ii) pursues an alleged damage different from the damage that would result from a breach of the T&C's (non-performance or ill performance), these two conditions being cumulative.

Each of the Parties agrees not to engage the extra-contractual liability of the other Party as well as their agents, employees, auxiliaries and sub-contractors of the other Party if the alleged fault is not distinct from a breach of the these T&C's (non-performance or ill performance) and if the alleged damage is not different from the damage that would result from the non-execution or poor execution of these T&C's or from a breach of the same nature, these two conditions being cumulative.

**Date:** 03/06/24