

# General Terms and Conditions (GTC)

## ÖTSCHER-Berufskleidung Götzl GmbH

Issued: March 2023



### Information according to § 5 E-Commerce Law

Your provider and contractual partner

Ötscher-Berufskleidung Götzl GmbH,  
Ötscherplatz 1, A-3300 Amstetten  
Phone: +43747264744-0 Fax: -48  
www.oetscher.com

Member of the Austrian Federal Economic Chamber, Section: Clothing Industry and Textile Trade  
Regulatory authority: Bezirkshauptmannschaft Amstetten (District administration)  
Commercial register number: 84502v, Commercial register court: HG St. Pölten, Austria  
VAT ID no.: ATU 17080307, DVR: 0404721,  
Trade regulations, trade law: www.ris.bka.gv.at  
Managing Director: Ing. Thiemo Götzl  
Address of the Management: see address above  
Purpose of the company: Producer and distributor of apparel

#### 1. Validity

All deliveries, services and offers by us shall be made exclusively on the basis of the following terms and conditions of business, as amended from time to time; any terms and conditions of the customer that conflict with or deviate from these terms and conditions shall generally not be recognized and shall only be effective if approved by us in writing. Our performance of the contract shall not be deemed to be consent to any deviating terms and conditions of the customer. These terms and conditions shall also apply as a framework agreement for all additional and subsequent transactions between the contracting parties. The terms and conditions shall be accepted by the customer at the latest upon acceptance of the goods or services. The terms and conditions also apply to customers who place orders via our internet platform for entrepreneurs (B2B).

#### 2. Prices

Prices and price surcharges (e.g. size surcharges, shipping costs, etc.) apply according to our offers and can be taken from our price lists in case of doubt. We reserve the right to increase prices by a maximum of 10% up to the day of delivery if material and labor costs, taxes or customs duties have increased by more than 5% between the acceptance of the order and the day of delivery.

#### 3. Payment

Payments are to be made without any deductions after receipt of the invoice within 14 days. Discount deductions and other payment modalities require a separate agreement. In the event of default in payment, such agreements shall cease to apply. Payments by the customer shall only be deemed to have been made at the time of receipt on our business account.

#### 4. Consequences of default

In the event of culpable default in payment, at least 1% default interest per month shall be agreed for business customers, and the statutory default interest of 4% per year shall be agreed for consumers. The customer undertakes to reimburse us for any dunning and collection costs incurred by us. If we carry out the reminder process ourselves, the defaulting customer undertakes to pay an amount of EUR 2.50 per reminder. The customer agrees that in the event of late payment, interest will be capitalized up to the date of the claim and all collection costs will be added to the capital. The assertion of any further damage caused by delay is expressly reserved. We shall not be obliged to make any further deliveries before full payment of invoices due, including any interest on arrears and expenses.

#### 5. Delivery periods

Our delivery periods are not binding. Partial and advance deliveries by us are always permissible. We shall only be obliged to deliver when the customer has fulfilled his obligations which are necessary for the performance of the service, in particular all technical and contractual details, preparatory work and preparatory measures. In the event that a bindingly agreed delivery date is exceeded, we shall be entitled to reasonably extend the delivery period without being in default and to adjust the prices. The purchaser shall set a grace period of at least 4 weeks.

#### 6. Delivery

Our deliveries are freight prepaid within Austria and Germany from 350 € invoice amount excl. VAT, uninsured, packed. When the goods are shipped, the risk of loss or damage to the goods shall not pass to the consumer until the goods are delivered to the consumer or to a third party designated by the consumer and different from the carrier. If, however, the consumer himself has concluded the contract of carriage without making use of a choice suggested by us, the risk shall pass as soon as the goods are handed over to the carrier. All packaging delivered to you in Austria is discharged in its entirety via ARA.

#### 7. Force majeure

Operational disruptions as a result of events of force majeure in our own operations or in the manufacturing plant, as well as all other circumstances that prevent our delivery, release us from our delivery obligation and entitle us to suspend delivery for the duration of the hindrance or to withdraw from the contract in whole or in part in accordance with its effects. If our delivery is delayed or does not take place because the supplier cannot deliver or cannot deliver on time, the customer shall not be entitled to any further claims beyond the mere right to withdraw from the contract for whatever legal reason (damage caused by delay, damage caused by performance).

#### 8. Retention of title

The goods shall remain our property until all our claims arising from all mutual legal transactions with the customer have been settled in full. Goods that have already been paid for and are still in the customer's possession shall also remain our property and shall be liable for all outstanding claims. The customer shall comply with the marking obligations and other formal requirements for the retention of title. The customer shall bear the full risk for the reserved goods, in particular for the risk of destruction, loss or deterioration. We shall be entitled to dispose of the returned goods subject to retention of title on a discretionary basis and in the best possible manner, and the proceeds of such disposal shall be credited against the outstanding residual claim.

#### 9. Warranty, obligation to examine and to give notice of defects

The warranty is provided in accordance with the statutory provisions. The following warranty periods shall apply: for customers/consumers within the meaning of § 1 KSchG - 24 months; for customers/entrepreneurs within the meaning of § 1 UGB - 12 months from delivery of the goods. The customer has to check the goods immediately after receipt and to complain about possible defects and/or transport damages immediately, in any case within 8 calendar days after delivery in writing substantiated and described in detail, otherwise the goods are considered as approved. For customers in the sense of §1 KSchG the omission of this complaint has no influence on the warranty rights. For customers who are entrepreneurs, the provisions of the UGB apply. Defects in a part of the delivery may not lead to a complaint about the entire delivery. In the event of a justified complaint, we shall be entitled, at our discretion, to replace or repair the defective goods or defective parts thereof or to take them back against payment of the purchase price.

## 10. Return and size exchange

As a rule, delivered goods will not be taken back with the exception of a justified notice of defects or permissible size exchange. In general, we do not take back soiled or damaged goods. For the correct size selection, our body measurement tables are available for the determination of the sizes. It is also possible to request a set of sizes to try on, but only after orders have already been received. Size sets should then be incorporated into the order. If this is not possible or if original articles are not used for sizing, a solution to cover the costs must be found with our sales team.

### Excluded from exchange

Excluded from the right of exchange are specially modified goods (refinements such as embroidery, printing, etc.), special production (exception see "Permissible size exchange: "Goods from special production or refined goods with customer stock"), promotional goods and gloves.

### Permissible size exchange

Goods from our Ötscher catalogs:

This is accepted for orders from our catalogs, provided that the payment target of the underlying delivery invoice has not yet been reached and the goods are not soiled, not refined with company logo and also not a custom-made product, against reimbursement of costs.

Goods from special production or refined goods with customer stock:

For these goods (such as with company logo, logo or advertising), the possibility of exchange subject to reimbursement of costs exists only if the customer maintains a customer warehouse for these goods with us.

We charge a flat rate of € 2.50 per item with a minimum of € 6.90 [excl. VAT] per total return for processing and re-storage of the goods. Transport costs or transport risk of the return shipment shall be borne by the sender. The return shipment must be made in the original packaging with a return merchandise authorization (RMA). The return merchandise bill (RMA) can be requested by telephone, fax or e-mail at:

Austria:

P: +43 7472 64744-0

F: +43 7472 64744-48

E: [info@oetscher.com](mailto:info@oetscher.com)

Germany:

P: +49 5407 81464-0

F: +49 5407 81464-29

E: [info@oetscher.de](mailto:info@oetscher.de)

## 11. Compensation for damages

We are only liable for damages in case of intent and gross negligence. The existence of gross negligence and intent must always be proven by the customer, unless he is a consumer. Our liability for consequential damages (due to defects), damages caused by delay and non-performance, pure financial losses, e.g. due to delivery-related disruptions in the customer's business, for damages indirectly caused to third parties and for damages caused by third parties engaged by us for the performance of the order is generally excluded.

## 12. Product liability

Recourse claims within the meaning of the Product Liability Act are excluded unless the party entitled to recourse proves that the defect was caused in our sphere and was at least due to gross negligence. The contractual partner waives the possibility of set-off. However, this does not apply to consumers.

## 13. Copyrights and property rights

Plans, sketches, drafts, drawings, other technical documents provided in the course of order processing as well as samples, catalogs, brochures, illustrations, graphics and the like shall always remain our intellectual property and shall be protected by copyright. The customer shall not be granted any rights of use or exploitation whatsoever. These intellectual creations, even if they do not originate from us, may not be used by the customer in a way that goes beyond the content of the contract. In particular, they may not be reproduced or made accessible to third parties. They are to be returned

immediately upon our request. We shall acquire the necessary rights of use to the samples, trademarks, logos, photos, texts, sketches, drawings and other graphic representations provided by the customer which are required for the processing of the order (finishing). The customer is obligated to indemnify and hold us harmless against all claims asserted by third parties arising from infringements of copyrights, ancillary copyrights (trademarks, patterns, etc.) or personal rights. We undertake, in the event of a legal dispute brought against us, to notify the customer of the dispute. If the customer does not join the proceedings as a party to the dispute on our side, we shall be entitled to freely dispose of the claim. In any case, we shall be entitled to demand from the customer the costs incurred for the necessary legal prosecution and defense.

## 14. Retention:

If the transaction is not a consumer transaction, the customer shall not be entitled to withhold the entire gross invoice amount, but only an appropriate part thereof, in the event of a justified complaint, except in cases of rescission.

## 15. Obligations to cooperate

For the recording of the scope of services, the service description, the service deadlines and the preparation of offers, the customer must always provide us with the necessary information completely and correctly. The customer is obligated to notify us of any changes to his master and contact data that are necessary for the processing of the order, as long as the legal transaction that is the subject of the contract has not been completely fulfilled by both parties. If the notification is omitted, declarations and deliveries shall be deemed to have been received even if they are sent to the last address notified.

## 16. Severability Clause

If any provision of these Terms and Conditions of Sale or the Order is or becomes invalid or unenforceable, it shall be automatically replaced by a valid and enforceable provision that most closely achieves the originally intended purpose. If a clause is invalid or unenforceable only under a particular national legal system, the contract shall be adjusted only for that legal system. In other jurisdictions, the terms and conditions of sale shall remain unchanged.

## 17. Applicable Law (Contractual and Negotiating Language)

Austrian substantive law shall apply, to the exclusion of the conventions of private international law and to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods [CISG]. Contractual and negotiating language is German.

## 18. Jurisdiction and place of performance

For all disputes arising from contracts with entrepreneurial customers, our registered office is exclusively agreed as the place of jurisdiction and performance. If the consumer has his place of residence or habitual abode in Austria or if he is employed there, only the jurisdiction of the court in whose district the place of residence, habitual abode or place of employment is located can be established for a lawsuit against him; this does not apply to disputes that have already arisen. If the consumer is domiciled in a member state of the European Union (EU), he may choose to bring his action either before the competent courts at our place of business in Austria or before the courts of the member state at his place of residence.

## 19. Bank details

Allgemeine Sparkasse Oberösterreich AG, IBAN: AT60 2032 0321 0049 3025, BIC: ASPKAT2LXXX

# Special terms and conditions for online store

## ÖTSCHER-Berufskleidung Götzl GmbH

Issued March 2023



### 1. Validity

The following terms and conditions are a supplement to our General Terms and Conditions and apply primarily to all of our deliveries, services and offers, which we handle via our online store ([www.oetscher.com/shop](http://www.oetscher.com/shop)) with consumers in distance selling. A consumer is any natural person who acts for purposes that are not part of his or her commercial, business or professional activities. In the event of changes to these terms and conditions, the version published on the Internet at the time of the order shall apply. The text can be downloaded, saved, reproduced and printed on a computer.

### 2. Contractual partner

Our company named in the imprint operates the online store.  
Customer service: Mon-Thu 8:00-16:00, Fri 8:00-12:00 within Austria on the hotline +43-800-20-30-16 or +43-7472-64744-0. Information, data information and complaints by e-mail: [info@oetscher.com](mailto:info@oetscher.com).

Your provider and contractual partner

Ötscher-Berufskleidung Götzl GmbH

Ötscherplatz 1, A-3300 Amstetten

Tel.: +43-7472-64744-0

Fax: +43-7472-64744-48

Member of the Austrian Federal Economic Chamber

Professional group: clothing industry and textile trade

Regulatory authority: District administration Amstetten

Commercial register number: 84502v, Commercial register court: HG St. Pölten

UID: ATU 17080307, DVR: 0404721, Trade regulations, Gewerbeordnung: [www.ris.bka.gv.at](http://www.ris.bka.gv.at)

Management: Ing. Mag. Thiemo Götzl

Management address: see above address

Object of the company:

Producer and distributor of apparel

### 3. Price information

Unless otherwise expressly stated, all prices quoted in the online store are in euros and always include all taxes and duties (gross prices). The customer will be informed separately about any surcharges such as additional fees for shipping, customs duties, etc. before submitting his binding order.

### 4. Conclusion of contracts

For online orders, the customer must register on our portal. In the course of this registration, the customer must provide us with his name, address, telephone number and e-mail address from which he can receive, read, save and print e-mails from us before placing an order. In general, orders on our Internet platforms represent contractual offers of the customer, to which the customer remains bound for 8 days from receipt. We confirm the completion of the order or payment process with immediate payment to the customer by e-mail. In the absence of an express declaration to the contrary, this confirmation does not constitute an order confirmation, but documents that the order has been received by us. The order is binding only upon receipt of our order confirmation by the customer or dispatch of the ordered goods. The order confirmation contains all detailed information about the order, in particular information about the quantity and the essential characteristics of the goods, the total payment to be made for it, the details of payment, delivery and delivery periods and rights of withdrawal. The contract data are stored according to our data protection regulation point 4. and can be sent to the customers on written request by mail.

### 5. Terms of payment

Payment by the customer must be made at the latest within 14 days of receipt of our order confirmation or, in the case of payment by cash on delivery, upon acceptance of the package. We generally accept cash payment, payment by bank transfer, payment by cash on delivery and credit card payment.

### 6. Delivery

We deliver after full payment of the goods and delivery price by the customer (for regular customers with special agreement also on account). The invoice is enclosed with the package. Our delivery takes place within 14 days after receipt of payment or, in case of payment by cash on delivery, within 14 days after receipt of the order confirmation by the customer. In the event of any delays in delivery, the customer will be informed by us separately. In the case of contracts for the delivery of goods from custom-made products and refined goods (such as goods provided with a company logo, emblem, print or advertising), we reserve the right to a longer delivery period, about which we will inform the customer separately in the order confirmation.

### 7. Right of withdrawal

Consumers have the right to withdraw from the contract within fourteen days without giving any reason (right of withdrawal). The withdrawal period runs from the day on which the customer or a third party named by him, who is not the carrier, has taken possession of the last goods. In order to exercise the right of withdrawal, the customer must inform us [Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, +43 7472 64744-0, F-DW 48, [info@oetscher.com](mailto:info@oetscher.com)] by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of his decision to withdraw from this contract. The customer may use the following model withdrawal form for this purpose, which is, however, not mandatory. To comply with the withdrawal period, it is sufficient for the customer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### 8. Consequences of revocation

If the customer revokes this contract in due time, we shall reimburse him for all payments we have received from him, including delivery costs (with the exception of additional costs resulting from the fact that he has chosen a type of delivery other than the most favorable standard delivery offered by us) without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we use the same means of payment that the customer used in the original transaction, unless expressly agreed otherwise with the customer. Under no circumstances will the customer be charged for this repayment. We may refuse repayment until we have received the goods back or until the customer has provided proof that he has returned the goods, whichever is the earlier. The customer shall return or hand over the goods to us without undue delay and in any case no later than within fourteen days from the day on which he notifies us of the revocation of this contract. The deadline is met if the customer sends the goods before the expiry of the period of fourteen days. The customer shall bear the direct costs of returning the goods. The customer shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

### Cancellation form

- to (Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, P: +43 7472 64744-0, F-ext 48,

[info@oetscher.com](mailto:info@oetscher.com)):

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/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 in case of paper communication]

-Date

(\*) Delete where not applicable.

### 9. Exceptions to the right of revocation

If the customer is an entrepreneur, revocation is completely excluded. The right of revocation does not apply to contracts for the delivery of goods from custom-made products and for refined goods (such as goods provided with a company logo, emblem, print or advertising). In particular, the right of

withdrawal does not apply to contracts for goods that are manufactured according to customer specifications (not prefabricated goods) or are clearly tailored to personal customer needs.

#### **10. Dispute resolution**

We undertake to participate in the arbitration procedure of the ECG and the Internet Ombudsman's Office in the event of disputes: More information on the types of proceedings at [www.ombudsstelle.at](http://www.ombudsstelle.at). The OS platform can also

be used to settle disputes with our company: <https://ec.europa.eu/consumers/odr>. Our e-mail address: [info@oetscher.com](mailto:info@oetscher.com). This is not an arbitration court. The option of taking legal action remains open for both parties to the dispute.

# Privacy Policy

ÖTSCHER-Berufskleidung Götzl GmbH

Issued March 2023



## 1. Data protection

The protection of your personal data is of particular concern to us. We therefore process your data exclusively on the basis of the statutory provisions (DSGVO, DSG 2018, TKG 2003, etc.). This data protection declaration serves to inform you about the type, scope and purposes of the collection and processing of your data (Art 13 DSGVO). Ötscher-Berufskleidung Götzl GmbH is the responsible party in the sense of data protection law for data processing. If you have any questions about the collection, processing or use of your personal data, please contact in writing: Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, [info@oetscher.com](mailto:info@oetscher.com).

## 2. Data collection and data processing

We process those personal data that you voluntarily provide to us as a user of our website, as a customer by providing information, for example, in the context of an inquiry or a registration in our online store or as a subscriber to our newsletter, as well as generally for the conclusion of a contract. This includes master data (name, gender), contact data (address, e-mail, fax, telephone, etc.) and data in connection with the ordered service (clothing size, service content, processing data such as account data, etc.). The nature, scope and purposes of this data processing are described below. In the context of your order, we process the data you provide: First name, last name, e-mail address, street, postal code, city, telephone number, user name and password. The data transfer in the online store takes place on a secure way via SSL encryption. For payment processing we need your bank data (IBAN, BIC, etc.). In the context of your order, your newsletter subscription or your visit to our website, we collect and process certain personal data concerning you. You are obliged in the online store, during registration and in the ordering or payment process requested data (address, company name, VAT number, etc.) complete and accurate and to notify us immediately of any future changes or to change independently in your online account. You give your consent that also the personal data included in the purchase contract will be automatically stored and processed by us in fulfillment of this contract.

## 3. Purposes of data processing

We use your personal data to receive and process orders, deliver products and services, process payments and communicate with you about orders, products, services and promotional offers, to improve the usability and effectiveness of our homepage and online store, respectively, and to build and strengthen our customer relationships with you.

## 4. Legal basis of the data processing

The legal basis for data processing is your consent pursuant to Article 6 para 1 lit a DSGVO, which you give us in the context of registration or contract initiation, as well as the fact that your personal data is required for contract initiation and performance pursuant to Article 6 para 1 lit b DSGVO. Marketing and advertising is carried out in accordance with Article 6 para 1 lit f DSGVO due to our legitimate interest, which we have in the business initiation and intensification of business relationships.

## 5. Passing on of personal data

All data you provide us with will be treated with absolute confidentiality and will not be passed on or given to third parties, either for a fee or free of charge. Your personal data will only be used by third parties for the above purposes and will only be passed on or otherwise disclosed if this is necessary for the purpose of contract processing or billing or if you have consented to this beforehand. This includes order processors in the area of support for our hardware, software and network technology (such as IT service providers, web hosting, mail service providers), cooperation partners and vicarious agents as well as contact persons at authorities, banks and credit card companies (payment transactions), tax advisors (accounting) other authorities, Statistics Austria. In the context of order processing, for example, the vicarious agents and service providers used by us here (e.g. shipping companies, logistics companies, payment service providers) receive the necessary data for order and order processing. However, in the case of a legal requirement, an official order or an official investigation, we are legally obliged to provide the respective data to the authority. Our vicarious agents

and service providers are also obliged to comply with statutory data protection provisions.

## 6. Credit check, proof of identity and address verification

We are entitled to demand appropriate proof or corresponding advance payments in order to check your identity, address and creditworthiness. In the event of demonstrably and/or intentionally culpably incorrect information or failure to disclose changes (e.g. creditworthiness, etc.), you shall be liable to us for any resulting damage. We are also repeatedly entitled to check your information and your creditworthiness or credit standing by obtaining information from organizations authorized to do so (credit protection association, banks, etc.). You declare your express consent that your data may be transmitted to the officially authorized organizations and credit institutions in accordance with § 92 para. 3 no. 3 TKG 2003 within the framework of the valid data protection regulations for the purpose of checking your creditworthiness. You may revoke this consent informally at any time.

## 7. Storage period

We store your information for as long as is necessary to fulfill the purposes described in this Privacy Policy. The deletion of stored personal data takes place when you revoke your consent to their storage, when your data is no longer required to fulfill the purpose pursued with the storage, or when the storage is or becomes inadmissible for other legal reasons. After complete execution of the contract and complete payment of the purchase price, your data will be deleted after the expiry of the retention periods under tax and commercial law or the periods under the Product Liability Act, unless you have consented to the further use of your data. In the event of termination of the purchasing process without conclusion of a contract, your data will be deleted immediately. Data for billing and accounting purposes will not be affected by a request for deletion before the expiry of the statutory retention periods. A longer storage period will only take place in justified cases such as the fulfillment of legal obligations, in the case of legitimate interests, for example, for the reason of a still ongoing legal or official dispute. We will inform you about other storage periods. For example, we retain your order summaries so that you can review past purchases and the addresses to which you have sent your orders (and repeat orders if you wish) and so that we can improve the relevance of the products and content we recommend.

## 8. Reviews and customer ratings

If you write a customer review on our online platforms about our products and services, you grant us the non-exclusive and royalty-free right to publish, disseminate and have disseminated this review and the content contained therein (text, images, video and audio files, etc.) for advertising purposes, without any time or place restrictions, and to make it publicly available to third parties in any other way. We reserve the right not to display a customer review (e.g. in the case of factually incorrect or dishonorable content) or to display it for a limited period of time, to shorten or change its content, and to shorten or omit information about the author. At the same time, you guarantee us that you have the necessary rights of use and exploitation for the use of the content used in your comments, otherwise you will fully indemnify and hold us harmless from and against claims by third parties. The processing of personal data contained in the customer review is carried out to protect our legitimate interests (Article 6 para 1 lit. f DSGVO).

## 9. Newsletter dispatch

In order to receive the newsletter offered on our website, you can register via our form. We use the so-called double opt-in procedure. Here, a confirmation email is first sent to your specified email address, with the request for confirmation. The registration only becomes effective when you click on the activation link contained in the confirmation email. We use your data transmitted to us exclusively for sending the newsletter, which may contain information or offers.

We use Wix to send our newsletter, your data is therefore transmitted to Wix.com Ltd. In doing so, Wix.com Ltd. is prohibited from using your data for any purpose other than sending the newsletter. Wix.com Ltd. is not permitted to pass on or sell your data. Wix.com Ltd. is an Israeli, certified newsletter software provider, which has been carefully selected according to the requirements of the DSGVO and the BDSG.

You can revoke your consent to the storage of data and its use for newsletter delivery at any time, e.g. via the unsubscribe link in the newsletter.

#### 10. Use of cookies

Cookies must be accepted in order to use our shopping cart in the online store. If you do not want to accept cookies, you can also order by phone or fax. The data is used for shopping cart management and to improve the web offer and is not used for personal identification. It is used to identify the computer, it stores the last used font size, it stores the shopping cart settings.

Our website is based on the principles of the privacy policy of [www.wix.com](http://www.wix.com). You can read the detailed use of the collected data here. In addition, we would like to point out that during your visit to our website, personal data is collected to the extent technically necessary. We would like to point out that cookies are used when you visit our website. Cookies are small files or other types of information storage that are transmitted from our web server or third-party web servers to the users' web browsers and stored there for later retrieval.

#### 11. Use of Google Analytics

We use Google Analytics, a web analytics service provided by Google LLC ("Google"), 1600 Amphitheatre Parkway Mountain View, CA 94043, USA. As part of "Google Analytics", cookies are placed on your computer to statistically evaluate your use of our website. We have concluded a corresponding contract with Google for order data processing. The information generated by these cookies about your use of this website (including your IP address) is anonymized before being stored on Google servers so that it can no longer be assigned to a computer. You can find more information about how Google Analytics handles user data in Google's privacy policy: <https://support.google.com/analytics/answer/6004245?hl=de>.

You can prevent the collection of data generated by the cookies and related to your use of the website, as well as the processing of anonymized data by Google, by downloading and installing the browser plugin available at the following link: <https://tools.google.com/dlpage/qaoptout?hl=de>. However, we would like to point out that in this case you may not be able to use all functions of this website to their full extent.

#### 12. Use of online payment solutions

To conduct monetary transactions with you, we use the e-commerce payment transaction platforms of Wix Payments and Hobex AG. In this form of payment processing, an anonymized transaction ID and information on the financing and payment terms (such as price, VAT rate) are transmitted to the aforementioned external payment providers, which we have contractually obligated to comply with data protection regulations (Article 28 DSGVO). You can obtain further information at <https://de.wix.com/about/terms-of-payments> and [https://www.hobex.at/at/service/datenschutz\\_kunden/](https://www.hobex.at/at/service/datenschutz_kunden/).

#### 13. Data security

Your contract data is transmitted encrypted via the Internet using SSL procedures. We secure our website and other systems by technical and organizational measures against loss, destruction, access, modification or distribution of your data by unauthorized persons.

#### 14. Data subject rights

Pursuant to Article 15 DSGVO, you have the right to obtain information about your personal data stored by us at any time. Likewise, in accordance with Article 16 DSGVO, you have the right to correct incorrect or incomplete data, in accordance with Article 18 DSGVO to restrict processing or - apart from mandatory data processing for business purposes - in accordance with Article 17 DSGVO to delete your personal data, as well as in accordance with Article 20 DSGVO the right to data transfer. In accordance with Article 21 DSGVO, you can make changes or revoke your consent to data processing at any time in writing by sending a letter to Ötscher-Berufskleidung Götzl GmbH, Ötscherplatz 1, A-3300 Amstetten, or by sending an e-mail to [info@oetscher.com](mailto:info@oetscher.com) with effect for the future.

#### 15. Right of complaint:

You have the right to file a complaint with a supervisory authority. For Austria, this is the Austrian Data Protection Authority, Barichgasse 40-42, 1030 Vienna, Phone +43- 1 52 152-0, Email: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at), Web: <https://www.dsb.gv.at>.