

Terms and Conditions

of BRITA Wasser-Filter-Systeme AG

§ 1 Scope

1. These General Terms and Conditions (hereinafter: GTC) apply to all purchase contracts, rental contracts and service contracts between BRITA Wasser-Filter-Systeme AG (hereinafter: BRITA) and third parties (hereinafter: Customer). Individual contractual agreements accepted by both parties shall take precedence over these general terms and conditions. Any conditions made by the Customer that deviate from these terms and conditions shall not apply to transactions with BRITA Wasser-Filter-Systeme AG, unless BRITA has expressly agreed to their validity in writing.
2. The contract is concluded exclusively with companies in the sense of legal entities and partnerships with legal capacity under private or public law, as well as natural persons (sole proprietorships) acting in the exercise of their commercial or professional activities (B2B). The contracting parties are not consumers and regularly participate in business operations.
3. Contracts concluded online are subject to the special provisions of the regulations described in § 3.1 of these general terms and conditions.
4. These terms and conditions are agreed by the parties in lieu of all prior terms and conditions that have been agreed (expressly or impliedly) between the parties or are otherwise considered or deemed binding on the parties.
5. These terms and conditions shall enter into force on the date of publication.
6. Reservation of changes: Subsequent changes or additions to these General Terms and Conditions will be notified to the customer and will become part of the contract if the customer does not object within 30 days of becoming aware of the amended terms and conditions.

§ 2 Business areas

1. These terms and conditions apply to sales, rentals, and service contracts in B2B BRITA Wasser-Filter-Systeme AG's dispenser business. In addition to water dispensers, this also includes accessories and other products such as filters and cleaning agents.
2. BRITA reserves the right to have the work carried out by service partners authorized by BRITA in accordance with the rental or service agreements concluded with the Customer.
3. Deliveries within the country are made at the expense and risk of BRITA (delivered duty paid). When delivering via logistics service providers, BRITA shall invoice the Customer for the transport costs agreed with the Customer. These may differ from the actual transport costs charged by the logistics service provider.
4. International deliveries are made in accordance with Incoterms® 2020.

§ 3 Tender and conclusion of contracts

1. In the course of normal business transactions, including online transactions, a purchase, rental, or service contract shall only come into effect once BRITA has confirmed the Customer's order in writing or by email (text form) (order confirmation or transmission of the signed contract).
The start date of the contract and services is specified in the contract itself.
2. BRITA reserves ownership rights and copyrights to offer documents, illustrations, drawings, calculations, and other documents; they may not be made accessible to third parties.

§ 4 Prices and payment terms

1. Prices, discounts, and payment terms (due dates) are based on the price list valid on the day of the order or, if different, the valid tender made by BRITA.
2. Products remain the property of BRITA until full payment has been made by the Customer.

§ 5 Deliveries and services

1. BRITA reserves the right to postpone deliveries and services if, for example, goods or personnel are unavailable. Any resulting claims for compensation or liability shall be excluded if they are caused by force majeure or by the Customer failing to provide the seller with sufficient delivery instructions or other instructions relevant to the delivery of the appliance (default of acceptance). Force majeure includes strikes, lockouts, official interventions, epidemics and pandemics, energy and raw material shortages, transport bottlenecks through no fault of our own, operational disruptions through no fault of our own—

e.g., due to fire, water, and machine damage—and all other disruptions that, when viewed objectively, were not caused by BRITA.

2. The Customer shall be liable to BRITA and third parties for damage to or loss of delivered goods, even if they have not yet become the property of the Customer, and for any hazards arising from the delivered goods.

§ 6 Obligations of the purchaser

1. The Customer is obliged to cooperate insofar as this is necessary for the complete and timely performance of the service as well as the assembly and commissioning.
2. The Customer must ensure that technicians from BRITA or a company commissioned by BRITA can begin work within 15 minutes at the latest and that the service or installation work can be carried out without delays or interruptions for which the Customer is responsible.
3. The Customer shall ensure that all preparatory measures are completed by the agreed installation date. In particular, that the connections for water, electricity, and, if applicable, waste water are completed in accordance with the installation requirements and, if necessary for the operation of the device, a food-certified, filled CO₂ bottle is available.
4. The procurement and replacement of CO₂ bottles is carried out by the Customer.
5. If, due to non-fulfillment of the obligations specified in § 6.1 to 6.4, a delay, repeated postponement of appointments, or interruption of work occurs during service or installation, BRITA shall be entitled to invoice the costs incurred as a result in accordance with the price list valid on the day the event occurred. This applies in particular to rental agreements if the term of the agreement begins later than planned due to delays for which the Customer or its contractors are responsible.
6. The Customer shall report any device malfunctions or damage to the BRITA Hotline immediately after they occur. This does not constitute an order for repair. Notifying any other BRITA employee, regardless of their position, does not replace this report.

§ 7 Product defects

1. The Customer must inspect the products immediately, i.e. within three working days of receipt, and, if a defect is found, notify BRITA immediately, i.e. within three working days, in writing or in text form. Defects should be documented with pictures where possible and sent to BRITA. By negotiating any complaints, BRITA does not waive the objection that the complaint was not made in a timely manner, was factually unfounded, or was otherwise insufficient.
2. If the Customer fails to report this, the goods shall be deemed to have been approved, unless the defect was not apparent during proper inspection.
3. Obvious transport-related damage or other defects already apparent upon delivery must also be certified with a signature on the delivery company's delivery note upon acceptance of the delivery, otherwise they shall be deemed not to have been reported. The Customer must ensure that such confirmation is provided.
4. Subsequent rectification shall be carried out at BRITA's discretion either by repair or by delivery of a defect-free item. If the subsequent rectification fails, the Customer has the right to reduce the price or withdraw from the contract at their discretion. The right to claim damages remains unaffected by this.
5. The place of rectification is the location to which BRITA has delivered as agreed. If the costs of subsequent rectification increase because the Customer has moved the goods to a location other than the place of initial delivery, the resulting costs shall be borne by the Customer.
6. Guarantee claims due to defects in the product expire two years after delivery to the Customer. Any notice of defects received by BRITA after this period has expired may be rejected by BRITA on the grounds of the statute of limitations. The statutory limitation periods remain unaffected.

§ 8 Limitations of liability

1. BRITA shall only be liable:
 - a. for its own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by BRITA legal representatives or BRITA vicarious agents;
 - b. for intentional or grossly negligent breach of material contractual obligations; material contractual obligations are those whose fulfillment characterizes the contract and on which the Customer may rely;
 - c. in the event of injury to life, limb, or health, including by legal representatives or vicarious agents;
 - d. insofar as BRITA has assumed the guarantee for the quality of the goods or the existence of a successful performance or a procurement risk;
 - e. in the event of liability under the Product Liability Act (PrHG) or other mandatory legal liability provisions.

Otherwise, BRITA shall not be liable.

2. The guarantee and the resulting liability are excluded if defects and related damage are not demonstrably due to faulty goods or instructions for use. In particular, the guarantee and any resulting liability are excluded for the consequences of incorrect use, excessive use, or unsuitable storage conditions, for example, the consequences of chemical, electromagnetic, mechanical, or electrolytic influences that do not correspond to the intended, average standard influences. This does not apply in the event of fraudulent or intentional conduct on the part of BRITA or liability under the Product Liability Act.
3. Liability is limited to a maximum liability amount of CHF 1,000,000.00 for each individual claim. This does not apply to claims arising from injury to life, limb, or health, or in the event of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk, or in the event of conflicting mandatory legal provisions.
4. Any further liability is excluded to the extent permitted by law.
5. The exclusions and limitations of liability pursuant to § 8.1 to 8.4 above apply to the same extent in favor of BRITA executive and non-executive employees and other vicarious agents and subcontractors.
6. The above provisions do not imply a reversal of the burden of proof.

§ 9 Extended warranty by the manufacturer

1. Upon conclusion of a COMFORT or PREMIUM service contract, the Customer receives an extended warranty from the manufacturer for the devices listed in the contract. This warranty extension covers repairs that become necessary during normal use for the duration of the contract, as well as the spare parts required for such repairs and the technician's travel costs.
2. This does not include the replacement of wear parts, such as, for example, filters. The use of a chargeable limescale filter is mandatory for hot water appliances. Exceptional technical service calls or repairs resulting from a missing limescale filter will be invoiced separately (labor, travel, spare parts).
3. This does not include repairs for damage caused by external forces and fire, even if this was not intentional, or damage caused by failure to follow the operating instructions. This applies in particular to filter replacements that are not carried out in accordance with the operating instructions.
4. The right to have the repair carried out shall lapse if:
 - a. the repair costs exceed the current value of the device on the day of the defect (economic total loss).
 - b. Spare parts are no longer available due to the age of the device in question.

§ 10 Data protection

1. BRITA is a global corporation with cross-border legal entities, business processes, management structures, and technical systems. Therefore, BRITA may disclose data within BRITA (including affiliated companies, subsidiaries, and parent companies) or to its service providers and business partners, as permitted by law, and may transfer it to countries where BRITA (including affiliated companies, subsidiaries, and parent companies) operates. The data protection provisions of BRITA, apply, and can be viewed at the following link: www.brita.ch/de_CH/datenschutzbestimmungen. When the privacy policy is updated, the latest regulations apply.

§ 11 Data access and use

1. The User shall have the right to obtain the data generated through the use of the Product or related Services in a structured, commonly used and machine-readable format. The Provider shall also supply the relevant metadata necessary to interpret and use the Data properly.
2. The Provider may use non-personal Data exclusively for the following purposes:
 - a. performance of this agreement (e.g. support, invoicing, warranty),
 - b. ensuring operation, maintenance, safety and quality of the Product or Service,
 - c. improving existing products and services,
 - d. developing new products and services, including data-driven and AI-based solutions,
 - e. creating aggregated or derived datasets, provided such data does not allow conclusions to be drawn about individual Users.Any further use requires the User's explicit agreement.
3. The Provider shall not use the Data to draw conclusions about the User's economic situation, production methods, trade secrets, or business strategies where such use could negatively affect the User's market position.
4. The Provider may share non-personal Data with third parties only if:
 - a. the Data is used exclusively for the purposes listed in Section 2,

- b. the third party is contractually bound to apply the same protection and confidentiality standards, and
- c. no transfer is made to companies designated as “gatekeepers” under Article 3 of Regulation (EU) 2022/1925.

Any broader sharing shall require the User’s prior consent.

- 5. The Provider shall implement appropriate technical and organizational measures (including, but not limited to, encryption, access controls and firewalls) to protect the Data from loss, misuse or unauthorized access.
- 6. The User may use the Data provided by the Provider for any lawful purpose.
- 7. The User shall not use the Data in particular to:
 - a. develop products or services that directly compete with the Provider's products or services,
 - b. circumvent the Provider’s technical protection measures,
 - c. use the Data for unlawful purposes or in breach of applicable safety requirements.
- 8. Where the Provider uses the Data for its own commercial purposes or sells the Data to third parties, the User shall be entitled to proportionate and fair compensation.
The details of such compensation shall be laid down in a separate agreement.
- 9. Upon termination of the contract, the Provider shall cease to collect or process any new Data. Data collected prior to termination may only be used for the purposes specified in Section 2.

§ 12 Use of personal data for information and marketing purposes

- 1. If the Customer provides their email address when placing an order, BRITA uses this to provide the Customer with personally tailored information, offers and notices of advantageous promotions for BRITA products and services.
- 2. If the Customer does not wish to receive such promotional emails, they have the right to object to the processing of their data for the purpose of direct marketing at any time with future effect and at no cost. The lawfulness of the data processing up to the time of the objection remains unaffected.
- 3. The Customer may object to the processing of their data for direct marketing purposes at the time of the order or at any time thereafter by sending an email to admin-dispenser@brita.net (subject: “Objection to the processing of my data for direct marketing purposes”). Likewise, the Customer can object at any time by using the respective unsubscribe option contained in the footer of BRITA advertising emails.

BRITA Wasser-Filter-Systeme AG, Gassmatt 6, CH-6025 Neudorf / LU
Valid as of January 2026