

GENERAL TERMS AND CONDITIONS

1. Validity of the General Terms and Conditions (GTC)

Unless expressly agreed otherwise, our General Terms and Conditions made available to the contractual partner shall apply.

Our contractual partner agrees to use these General Terms and Conditions even if no objections have been raised to the contractual partner's GTC.

We deliver exclusively according to our General Terms and Conditions, which shall form the basis of all contracts concluded with us through our store or online store. The following General Terms and Conditions shall apply exclusively even when we are aware of different or contradictory terms and conditions of the buyer, and we deliver the order to the buyer without reservation.

When these General Terms and Conditions refer to consumers, these are deemed to be natural persons placing orders that cannot be attributed to commercial, independent or freelance activity. Businesses are natural or legal persons or partnerships with legal personality pursuing commercial, independent or freelance activities. Customers under these Terms and Conditions are both consumers and businesses.

2. Distance selling/notification of exercise of the right of withdrawal/ordering goods online

All our offers are subject to change unless they become part of a contractual agreement.

Contracts in our online store can be concluded in both German and English.

By clicking "submit order" you place a binding order for the goods in the shopping basket. The order confirmation is sent immediately after placing the order. This confirmation of receipt does not represent our acceptance of your order, it simply informs you that we have received your order and it can be used for archiving purposes.

You can place an order in our online store by

- a) adding items to the shopping cart
- b) entering your delivery and payment details
- c) entering your @mail address
- d) confirming the accuracy of the information provided on the "check your order" page.
- e) clicking on the "submit order" button at the end of the process

The prices listed at the time of the order shall apply to orders placed through our online store. The prices are final, i.e. they include the applicable statutory rate of VAT.

We charge EUR 1.50 per order for sturdy and environmentally friendly packaging.

We have specified the delivery costs per destination.

We deliver by courier / post to your home address or to another specified delivery address. We do not deliver to PO boxes or poste restante addresses.

We make every effort to dispatch the ordered goods immediately. Should the delivery times differ, this would be indicated on the product page.

The obligation to deliver shall not apply if we have not received the delivery from our suppliers in a timely manner, and we thus cannot be held responsible for not having the goods in stock. You will be notified immediately if an item shall be unavailable. In this case, you are entitled to cancel the contract. Any advance payments shall be reimbursed immediately.

If the customer is a consumer, the risk of accidental loss or accidental deterioration of the subject of purchase shall be transferred to the consumer or the recipient appointed by him.

The data agreement shall be governed by the statutory provisions. Please note that your order and address data will be stored. We only store and use your data to the extent necessary to process your order (by sending it to the order processing partner or delivery company), for accounting purposes in the case of any warranty claims, as well as for our own promotional purposes. You can withdraw your consent to your data being used for advertising purposes at any time by sending us an @mail.

On certain pages of our website, we use cookies in order to make our website more attractive to visitors and to enable the use of certain functions. Cookies are small data files that are stored on your computer. Most of the cookies we use are deleted from your hard drive at the end of your browsing session. Other cookies remain on your computer and allow us to recognise your computer on your next visit. Our partner companies are not permitted to use cookies to collect, process or use personal details via our website.

3. Protection of plans and documents /confidentiality

Plans, drawings, cost estimates and other documents such as brochures, catalogues, samples, presentations and similar shall remain our intellectual property. Any use, in particular, the disclosure, copying, publishing and making available, including the copying the excerpts, requires our express consent.

We are entitled to request any of the above-mentioned documents to be returned to us at any time. In any event, these documents must be returned to us immediately and without an advance request if the contract is not concluded.

Moreover, our contractual partner undertakes to keep any information received in connection with the business relationship confidential from third parties.

4. Payment terms (due dates, partial payments discounts)

Unless otherwise provided (for example, in the online store), the purchase price is payable in full within 30 days of receipt of the invoice.

5. Late-payment interest

Even if the buyer is not responsible for the delay in payment, we shall be entitled to charge late-payment interest at the rate of 10% p.a. above the base rate; this shall not affect our right to claim further damages, in the event of demonstrably higher interest rates.

6. Transport - risk assumption

Unless expressly agreed otherwise, the contractual partner shall bear the cost and risk of transport for deliveries.

Unless agreed otherwise, our sales prices do not include the costs of delivery, assembly or installation. We can provide these services upon request at an extra cost.

7. Retention of title

The buyer hereby agrees that in the case of even a partial default in payment, we shall be entitled to pick up the goods at his own expense at any time.

In the case of a default, we shall be entitled to assert our rights under the retention of title. It is agreed that the retention of title shall not constitute withdrawal from the contract unless we expressly declare this in writing.

8. Place of performance

The place of performance for all services and payments is the registered office of our company in 6345 Kössen, Tyrol, Austria.

9. Non-performance/delayed deliveries and services

The buyer must accept minor delivery delays, which do not give rise to claims for damages or the right to withdraw from the contract.

10. Delayed acceptance

If our contractual partner has delayed acceptance, we shall be entitled to store the goods on our premises for which we shall charge a storage fee of € 5 per calendar day or partial day and simultaneously insist on the fulfilment of the contract or to withdraw from the contract at the end of a reasonable grace period.

11. Unilateral change in services

Objectively justified and reasonable changes of our performance and/or delivery obligation, in particular reasonable delivery or short payment delays, shall be deemed to have been approved in advance.

We shall be entitled to perform objectively justified and minor changes that do not affect the price. This applies, in particular, to delays in delivery. When we are in the position to estimate the actual delay but no later than one week prior to the originally scheduled delivery, we shall specify the anticipated delay to the customer.

12. Warranty

Except in cases in which customers are entitled to rescind the contract by law, we reserve the right to satisfy a warranty claim at our discretion through repair, replacement or price reduction.

The customer must always prove that the fault existed at the time of delivery.

The goods must be inspected immediately after delivery. Any identified shortcomings must be notified to the seller promptly and no later than within 3 days after delivery stating the type and extent of the defect.

Hidden defects are to be notified immediately after their discovery. If no shortcomings have been notified or the defect has not been notified in a timely manner, the goods are deemed to have been approved. The assertion of warranty claims or claims for damages and the right to challenge errors on grounds of defects shall be excluded in these cases.

13. Product liability

Any recourse claims addressed to us by the contracting parties on the ground of "product liability" within the meaning of the Product Liability Act (PLA) against us are excluded, unless the claimant can prove, is that the error was caused in our sphere and at least by gross negligence.

14. Set-offs

Setoffs of any kind against our claims are excluded.

15. Prohibition of refusal of service and right to withhold payment

Justified complaints do not give rise to the right to withhold the whole invoice amount. Only a reasonable portion of the invoice may be withheld.

16. Formal requirements

To be effective, any agreements, subsequent changes, amendments, additions and side agreements shall require the written form bearing the original signature or a secure electronic signature.

To be valid, any declarations, notifications - except for defect notifications - addressed to us must be in writing, and bearing the original signature or a secure electronic signature.

17. Applicable law

This contract shall be governed by Austrian substantive law.

18. Place of jurisdiction agreement

The place of jurisdiction for all disputes arising from this contract shall be the materially relevant court at the location of the registered office of our company. However, we shall be entitled to pursue a legal claim at the general place of jurisdiction of the contractual partner.

19. Electronic invoicing

The customer agrees that invoices may be issued with a secure electronic signature and transmitted electronically.

20. Default on payments

If the customer has to pay his obligation in instalments, it is deemed to have been agreed that upon delay in payment of only one instalment all outstanding instalments will become immediately due without the customer being granted an additional respite.

With respect to consumers, the above rule applies, mutatis mutandis to the extent that we have provided our services in full, even when there is only one outstanding payment, and we have sent the customer a reminder granting him an additional grace period of at least two weeks.

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