

TERMS AND CONDITIONS OF GETZNER HANDELS GMBH (GHG) FOR ONLINE SALE AND DELIVERY OF GOODS

§ 1 SCOPE OF APPLICATION:

(1) These Terms and Conditions for Online Sale and Delivery of Goods are applicable to all orders which you, as a consumer, place in the online shop of Getzner Handels GmbH (GHG).

(2) You can order online without having to create a customer account. You can also order as a guest. If you do so, you will be asked to enter your data whenever you order again.

§ 2 CONTRACTING PARTY, CONCLUSION OF CONTRACT:

(1) You will be concluding a contract with Getzner Handels GmbH, of Wiesenstraße 19, 6890 Lustenau, Austria, T +43 5577 84641, E boutique@getzner.at (hereinafter "GHG").

(2) The goods displayed online do not constitute an offer, but rather an invitation to you to place an order.

(3) If you click "Buy now", you submit a binding offer to GHG to buy the ordered goods.

(4) GHG will accept your order and send an automatic email to your email address you have indicated in your order.

(5) GHG may decline orders or accept only parts of orders.

§ 3 PRICES:

(1) Online shop prices are inclusive of legal value added tax in the country to which the goods will be supplied and inclusive of customary packaging, yet exclusive of additional shipping charges. The amount of value added tax in the recipient country is displayed during the order process when you enter the shipping address.

(2) Shipping charges depend on the weight of your order, the type of delivery, and the country of destination. For more information, please visit the following link: [Shipping & Returns](#) (getzner-official.at). Orders worth EUR 1.000,00 or more, including VAT, are shipped free of charge.

§ 4 PAYMENT, LATE PAYMENT AND RESERVATION OF PROPRIETARY RIGHTS:

(1) Place of performance for payments is the corporate seat of GHG.

(2) We accept credit card payments or payments via Klarna. The provider's logos are displayed when you select the method of payment. This shows you which credit cards we accept.

(3) If the purchase price is transferred immediately, but charged back or credited to you later on, subject to guidelines, if any, which are in place with the provider, based on a request you made according to these guidelines, GHG may again claim the purchase price.

(4) You owe us statutory default interest on late payments. GHG charges a fee of EUR 9.00 for each dunning letter, unless there is proof of a lower or higher damage in a particular case.

(5) GHG will retain the proprietary rights to the goods until you have paid the full purchase price (reservation of proprietary rights).

§ 5 PLACE OF PERFORMANCE, DELIVERY:

(1) A selected product that is available (as shown in the online shop) will be shipped within Europe in two to five Austrian working days. For delivery times outside of Europe, please visit the following link: [Shipping & Returns](#) (getzner-official.at)

(2) Products will be shipped from Austria. As soon as the products you have ordered leave the warehouse, we will email and inform you that the shipment was handed over to the logistic company. The shipment will be delivered at usual times of the day to the place designated for delivery. If the goods can-not be delivered because you are not there and additional costs arise, you will be required to pay these costs.

(3) You are deemed to be in default if you refuse to accept the shipment without justification. Furthermore, the shipment is deemed delivered and GHG entitled to store the goods at your own cost and expense. You must promptly reimburse the resulting storage costs to GHG.

(4) GHG may also make partial deliveries which are fully governed by these Terms.

(5) If GHG cannot deliver on time due to unexpected circumstances which are beyond the control of GHG and not merely temporary (force majeure, supply delays by sub-suppliers, involuntary operational malfunctions or interruptions, transport delays, involuntary shortage of raw materials and energy etc.), GHG has the right to supply the products at the next possible date, provided that you can reasonably be expected to take over the shipment at that time. Otherwise, GHG may withdraw from the contract. GHG is liable for any other delay in delivery only in case of its own gross negligence and premeditation.

§ 6 WARRANTY AND LIABILITY:

(1) Austrian warranty laws are applicable.

(2) GHG does not accept any guarantee for information provided on products in catalogues, advertising letters, brochures, websites etc. other than in our online shop.

(3) GHG is liable for damage only in case of gross negligence and premeditation.

§ 7 APPLICABLE LAW AND DISPUTE RESOLUTION:

(1) The purchase contract shall be governed by and construed in accordance with Austrian substantive law, without giving effect to the UN Sales Convention. Notwithstanding the choice of law, mandatory provisions of consumer law in the jurisdiction in which the consumer has his habitual residence continue to be applicable.

(2) Dispute resolution measures of third parties such as buyer protection granted subject to the buyer protection guidelines, if any, of the provider of instant money transfer services are non-binding and do not rule out recourse to ordinary courts of law.

(3) GHG is neither obligated nor willing to participate in a dispute resolution procedure before a consumer conciliation body. All disputes arising out of or in connection with transactions of GHG shall exclusively be referred to the court which has jurisdiction *ratione loci* and *ratione materiae* at GHG's seat in Austria.

§ 8 INFORMATION ON YOUR RIGHT OF WITHDRAWAL (IN GERMANY: RIGHT OF WITHDRAWAL):

(1) You have the right to withdraw from this contract within 14 calendar days without stating any reasons. The withdrawal deadline commences on the date on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

(2) To exercise the right of withdrawal, you must inform GHG of your decision to withdraw from this contract by an unequivocal statement. In doing so, please complete and send this withdrawal form to shop@getzner.at or enclose it to your return package. As soon as GHG have received your notice of withdrawal, we will promptly confirm receipt of your notice of withdrawal by sending an email to your email address. To meet the withdrawal deadline, the communication concerning the exercise of the right of withdrawal shall be sent within that deadline. You are not deemed to have withdrawn from the contract if you simply return the goods.

(3) If you withdraw from this contract, GHG shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which GHG is informed of your decision to withdraw from this contract. We will carry out such reimbursement using the account you used for the initial transaction. You will not incur any fees as a result of such reimbursement.

(4) If you have chosen a type of delivery other than the least expensive type of standard delivery offered by us, you are not entitled to reimbursement of supplementary costs incurred by you.

(5) 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.

(6) If you withdraw from the contract within the withdrawal period, you shall send back the goods to GHG without undue delay and, in any event, not later than 14 days from the day on which you communicate your withdrawal from this contract. The deadline is met if you send back the goods before the period of 14 days has expired.

(7) Make sure that you return the goods in appropriate packaging and use the original packaging, if possible. Please enclose a copy of the delivery note or invoice to facilitate the processing of the returned goods. We will inform you, as soon as the returned goods have arrived at the GHG warehouse. It is important to note that the buyer will have to pay for any returned goods that are damaged.

§ 9 FINAL PROVISIONS:

(1) You may not assign your claim to delivery of the goods to others.

(2) Should any term of the contract be or become invalid or unenforceable, the remaining terms thereof shall not be affected. These invalid or unenforceable terms shall be replaced

by valid and enforceable terms which closest reflect the intended economic purpose (severability).

(3) Side agreements, amendments and supplementary provisions of the contract are valid only if made in writing. This shall also apply to any waiver of this form requirement. To meet the written form requirement, you may use the online shop log-in to give notices.