

## Terms and Conditions for the Sale and Delivery of Goods

Valid as of 01.12.2014

Contact:

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(hereinafter "Provider" or "Seller")

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Registry number 354847i, registry court:

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Vienna Commercial Court

Address: E. Hartner & Co GmbH

VAT number: ATU66175319

Triester Straße 190

A-1230 Vienna

Member of the Austrian Chamber of Commerce

Internet: [www.ehartner.at](http://www.ehartner.at)

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### 1. General/ Definitions/ Scope of Application

- 1.1 These Terms and Conditions for the Sale and Delivery of Goods (hereinafter "**Terms**") are applicable to all business relationships between us and the customer. The Terms as amended on the contract execution date shall be relevant.
- 1.2 Consumers shall mean consumers within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz - KSchG*) and hence individuals or legal entities that are not entrepreneurs. Entrepreneurs shall mean individuals or legal entities or partnerships with legal capacity for which this contract is part of the operation of their business. Undertaking means any permanent organisation of independent commercial activities even if it is not profit-oriented. Customers shall mean both entrepreneurs and consumers.
- 1.3 The customer's deviating, contrary or supplementary terms and conditions shall form part of a contract only if and when we have expressly approved their applicability in writing.

### 2. Offers/ Orders/ Execution of Contract

- 2.1 Our offers are without engagement and non-binding. We reserve the right to make technical and other changes that are reasonable for the customer.
- 2.2 An order is accepted solely on the basis of these Terms and Conditions for the Sale and Delivery of Goods. Once the customer has placed an order, he declares with binding effect that he intends to execute a contract. If the customer has ordered goods electronically, we will promptly confirm receipt of the customer's order. An acknowledgment of receipt is no binding acceptance of the order. An acknowledgment of receipt constitutes an acceptance notice only if we expressly say so.
- 2.3 We may accept the offer to conclude a contract which is part of an order within two weeks. We may accept orders for goods that were placed electronically within three work days after receipt. We may refuse to accept an order, for example after we have checked the customer's credit standing. We may limit orders to quantities normally supplied. Minimum order values or surcharges for quantities below minimum are disclosed in the product price list, as applicable from time to time.
- 2.4 Contracts with entrepreneurs are concluded on the condition that we will not deliver or make only partial deliveries in case of incorrect or improper self-deliveries. The entrepreneur will promptly be informed if services are unavailable or only partially available. Any consideration will immediately be repaid.
- 2.5 If the consumer orders the goods electronically, we will save the contract text which we will e-mail to the customer after the conclusion of a contract along with the legally effective Terms and Conditions or can be downloaded under [www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)

### 3. Prices

- 3.1 All prices quoted in our price lists and acknowledgments of receipt are daily prices/unit, including packaging, ex warehouse Vienna and are valid until further notice. Prices are non-binding and net (statutory VAT is written separately). For sales involving the carriage of goods, prices can include a flat shipping rate (the inclusion of such a flat shipping rate shall depend on the relevant weights contained and the customer's destination). The goods are shipped at the buyer's cost and risk. The buyer will not incur any extra costs if he places orders by means of communication at a distance. If contracts are concluded with customers in non-EU countries, the customer will pay for all import and export charges and all other fees and expenses to be borne by the customer.
- 3.2 Our selling prices are calculated on the basis of mean rates for the portions of precious metals contained, which are applicable on the order date. If prices for precious metals are subject to an increase of more than 10% on the delivery date, a corresponding surcharge can be added to the delivery price. That surcharge depends on changes in prices for precious metals for the relevant weights contained. Furthermore, if orders are placed by entrepreneurs that involve delivery times of more than 4 months, we may increase the delivery price by disclosing the specific circumstances beyond our control underlying the price increase if changes in cost prices of precious metals have occurred after an acknowledgment of order and prior to delivery.

### 4. Delivery Dates

- 4.1 Time limits and target dates for deliveries and/or deliverables (hereinafter "Delivery Time(s)") are binding only if we have expressly confirmed them as binding in writing. Delivery Times will be agreed on a case-by-case basis or are indicated once we accept an order.
- 4.2 Early deliveries and partial deliveries are possible if these are reasonable for the customer.
- 4.3 In case of contracts with entrepreneurs, the customer may request a grace period customary for the industry along with a fixed date only if there are unusually long delays, and he may withdraw from the contract only if that date has expired for the outstanding delivery. An entrepreneur may not assert any other claims, including but not limited to damages of any nature, except for cases of mandatory liability pursuant to Section 12.2. The above regulations do not entail any change in the burden of proof to the customer's detriment.

### 5. Cancellation of Orders by Entrepreneurs

We need not accept cancellations of orders by entrepreneurs. If we accept cancellations by entrepreneurs, we reserve the right to charge the costs incurred.

### 6. Consumer's Right to Withdraw from Contract

- 6.1 Distance Contract
- 6.1.1 Section 5 e KSchG entitles a consumer to withdraw from contracts within seven work days from the day on which the delivery was received by the consumer or from the date on which service contracts were concluded. Saturdays shall not be work days. The withdrawal notice need not contain a statement of reasons and shall be issued in text form; compliance with the time limit is ensured if such notice is dispatched in due time. The customer may not withdraw from the contract if the goods are sent as electronic files. Furthermore, there is no right of withdrawal in case of supplies of audio or video recordings or of software if and when the consumer has removed the seals from the delivered mediums and in case of supplies of customized goods.
- 6.1.2 Should the consumer exercise his right of withdrawal, he shall be obliged to return the goods if such goods may be dispatched as parcels. The customer shall pay for the costs of returning the goods if he exercises his right of withdrawal.

#### - Information to be Disclosed in Distance Contracts -

Customer information for the conclusion of distance contracts (last update: 01.12.2014)

The following information about distance contracts do not represent contract terms. The contract terms are part of our Terms and Conditions ([www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)).

You will receive all customer information in text form upon delivery of the goods at the latest (displayed on delivery note). You may also print out or save that customer information and use this link ([www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)) to download it as PDF file.

#### 1. Seller's Identity

You will conclude the distance contract with E. Hartner & Co GmbH.

#### 2. Seller's Address

E. Hartner & Co GmbH

Triester Straße 190

A-1230 Vienna

Phone: +43 (1) 9144396, 9149789

Fax: +43 (1) 9149789 15

E-Mail: [office@ehartner.at](mailto:office@ehartner.at)

### 3. Conclusion of Contract

We will inform you of the conditions and features of our goods on our website and in our print media (catalogues, advertising brochures, etc). The presentation of the goods is no offer to conclude a contract but rather a non-binding invitation to order our goods. Once you place your order (by phone, fax, e-mail or surface mail), you issue an offer to conclude a purchase contract. We will promptly confirm receipt of your order. However, an acknowledgment of receipt does not mean that we will accept your order. We may accept the offer underlying your purchase order within two weeks. Further information about the conclusion of a contract can be found in our Terms and Conditions ([www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)) which form part of a contract.

### 4. Successive Deliveries

A minimum term of a contract for orders of goods by successive deliveries will be agreed. The same shall apply correspondingly for contracts with a minimum term with regard to any notice period, notwithstanding the right to extraordinary termination pursuant to statutory provisions.

### 5. Commodity Price

All stated prices are end prices denominated in Euros. Statutory VAT at a rate of currently 20% is written separately. We will display on our website and in our print media limited special offers concerning individual goods. Further details are disclosed in our Terms and Conditions which are available here ([www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)).

### 6. Costs of Delivery and Shipment

We can invoice our delivery and shipment charges in addition to the mentioned end prices of the respective items as follows:

- 6.1 We will point out the fee charging per order for packaging and for freight standard deliveries.
- 6.2 Goods held in stock may be shipped by express delivery. Furthermore, we charge additional fees per order for packaging and freight for express deliveries.
- 6.3 Cash on delivery shipments are subject to an additional fee which is payable to the delivery person / messenger.
- 6.4 Charges for deliveries and shipments abroad may vary by country. For more detailed information on specific costs, contact our service team at +431 9144396 or via e-mail at ([office@ehartner.at](mailto:office@ehartner.at)).

### 7. Form and Method of Payment

You can pay for the goods you have ordered either by wire transfer, cash on delivery or via credit card. In case of wire transfers, we will deliver the ordered goods only once we have received your payment.

### 8. Right of Withdrawal

**Consumers have a right of withdrawal. The respective time limit starts to run on the date after you have received instructions on your right of withdrawal. If you wish to exercise your right of withdrawal, you have to inform us seven work days after receipt of the goods. Your withdrawal notice need not contain any statement of reasons; it must be issued in text form and you must return the respective goods. Compliance with the time limit is ensured if you send your withdrawal notice or the goods in due time to:**

E. Hartner & Co GmbH

Triester Straße 190

A-1230 Vienna

Fax: +43 (1) 9149789 15

E-Mail: [office@ehartner.at](mailto:office@ehartner.at)

**Goods which may be shipped as parcels must be returned in full in their original packaging, at least in packaging suitable for transport, and include any accessories and instructions for use. Return shipments are at our cost and expense. However, we assume that you will use a customary form of return shipment, such as standard parcels sent via Österreichische Post AG. Return shipments of goods up to EUR 40.00 are at your cost and expense provided, however, that the goods delivered do not correspond to the goods ordered. We will collect those goods which cannot be sent as parcels.**

**You have no right of withdrawal if we have delivered goods according to your own specifications or if you have removed the seals of sealed goods such as CDs and computer software.**

**The contract executed between us will be cancelled if you exercise your right of withdrawal in due time. Any services already received and provided shall be returned and paid, and any benefit drawn shall be surrendered. You may inspect the goods in a way inspection would have been possible in a shop. For the avoidance of doubt, you are required to pay a compensation if you are unable to return to us all or any of the goods or if the goods have deteriorated due to their intended use. If you wish to avoid having to compensate us for the value of the goods, you should not take possession of the goods as an owner and you should refrain from anything that could affect the value of the goods. Compensation for any deterioration is payable for example if the goods or any components are damaged, if parts of the goods are missing or disproportionately contaminated.**

**9. Communication Costs**

The use of our service number (+431 91443 96) is chargeable.  
Please ask your phone provider for landline and mobile phone rates.

**10. Validity of Temporary Offers**

We will display on our website and in our print media the validity of temporary offers concerning individual goods.

**11. Warranty Conditions**

You may assert claims based on defects pursuant to legal provisions. The warranty period for goods is two years. Warranty claims cannot be asserted unless you report to us obvious shortcomings promptly in writing. It is sufficient if you report obvious shortcomings via e-mail ([office@ehartner.at](mailto:office@ehartner.at)) We do not accept any guarantee other than statutory warranties. Details about warranty provisions can be found in our Terms and Conditions ([www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)) which form part of the contract.

**12. Customer Service**

Complaints may be sent to the following address:

E. Hartner & Co GmbH  
Triester Straße 190  
A-1230 Vienna  
Service

Fax: +43 (1) 9149789 15      E-Mail: [office@ehartner.at](mailto:office@ehartner.at)

**6.2 Web Shopping Contract**

6.2.1 Section 5 e KSchG entitles a consumer to withdraw from a contract within seven work days from the day on which the delivery was received by the consumer or from the date on which a service contract was concluded. Saturdays shall not be work days. The withdrawal notice need not contain a statement of reasons and shall be issued in text form; compliance with the time limit is ensured if such notice is dispatched in due time. The customer may not withdraw from the contract if the goods are sent as electronic files. Furthermore, there is no right of withdrawal in case of supplies of audio or video recordings or of software, if and when the consumer has removed the seals from the delivered mediums and in case of supplies of customized goods.

6.1.2 Should the consumer exercise his right of withdrawal, he shall be obliged to return the goods if such goods may be dispatched as parcels. The customer shall pay for the costs of returning the goods if he exercises his right of withdrawal.

**- Information Requirements in E-Commerce -**

Additional customer information on electronic transactions (last update: [01.12.2014])

The following information about on-line contracts does not represent contract terms. The contract terms are part of our Terms and Conditions ([www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)).

**1. How Does On-line Contracting Work?**

Once you have found the product of your choice on our website, click on the "Select" button. A virtual shopping cart will then appear on the top right corner of the screen, containing the product you have chosen. You can cancel your entry at any time by clicking on the "Delete" button. Once all desired products are in your shopping cart, you can activate the ordering process by clicking on the "Order" button. Subsequently, all products you chose will be displayed, including all end prices. You now have the opportunity to change the selection of products once again by clicking on the "Change" button. Finally, confirm the correctness of your choice by clicking on the "Continue Order" button. A form will then appear, in which you must type your address data and select the method of payment and shipment. If you are already registered as a customer, you only need to enter your user ID and password. In this case, the address data you entered for a previous order will appear. You can change these at any time by clicking on the "Change" button. You can confirm that you acknowledge and agree with the Terms and Conditions and the Customer Information by clicking on the button each time. You have the opportunity to print out your order data. You can now execute your order by clicking on the "Order Now" button. By doing so, you submit a binding offer to us for all the goods contained in the shopping cart. We shall immediately confirm the receipt of your order. The confirmation of receipt, however, does not yet constitute an acceptance of your offer. We are entitled to accept the offer contained in your order within two weeks. For more information on the conclusion of the contract, please refer to our Terms and Conditions ([www.ehartner.at/en/content/3-GTC](http://www.ehartner.at/en/content/3-GTC)).

**2. Storage of Contract Text and Access by the Customer**

We will save and e-mail to you after the conclusion of the contract your order details along with our Terms and Conditions.

### 3. Input Errors

You may correct data during the order process at any time by clicking on either "Delete" or "Change". Click on "Cancel" to cancel your order at any time.

### 4. Language of Contract

You may conclude contracts with us either in German or in English.

## 6.3 Doorstep Selling

6.3.1 Pursuant to Section 3 KSchG, the consumer may withdraw from his offer to conclude a contract or from the contract itself. Notice of withdrawal may be given until the contract takes effect or within one week thereafter; that time limit starts to run once the consumer is given a document which states at least the entrepreneur's name and address, information necessary to identify the contract and instructions on his right of withdrawal, yet not before the contract takes effect. The withdrawal notice need not contain a statement of reasons and must be issued to the entrepreneur in writing; compliance with the time limit is ensured if the notice is dispatched in due time.

6.3.2 We reserve the right to deliver goods only after expiry of the withdrawal period.

6.3.3 Provided that the consumer is already in possession of the goods, he is required to return them. The consumer shall pay for the costs of returning the goods if he exercises his right of withdrawal.

### - Instructions (Doorstep Selling) -

**Pursuant to Section 3 KSchG, the consumer may withdraw from his offer to conclude a doorstep contract or from the contract itself by giving written notice within one week after the contract has taken effect and after the pertinent document was issued. Pursuant to Section 3a KSchG, a consumer may withdraw his offer to conclude a contract or cancel the contract itself if circumstances which the entrepreneur has described as likely to occur during the contract negotiations and which are relevant for the consumer's consent do not occur or occur to a much lesser extent; such withdrawal or cancellation is possible within one week after the consumer realizes that such circumstances do not occur or occur to a much lesser extent, provided that the consumer has received that document. Details about the consumer's withdrawal right and the cases in which the consumer has no withdrawal right are described in Sections 3 and 3a KSchG which are set out overleaf:**

#### Wording of the Law – Part II

#### General Regulations Right of Withdrawal

§ 3. (1) If the consumer has rendered his representation of contract neither at premises the entrepreneur uses for his business operations nor at a stand used by the latter for this purpose at a trade fair or market, he may withdraw from his offer to enter into a contract or from the contract itself. Notice of withdrawal may be given until the contract takes effect or within one week thereafter; that time limit starts to run once the consumer is given a document which states at least the entrepreneur's name and address, information necessary to identify the contract and instructions on his right of withdrawal, yet not before the contract takes effect. These instructions shall be given to the consumer upon acceptance of his representation of contract. The right to withdraw from insurance contracts expires one month from the entry into effect of such contract.

(2) The consumer has also a right of withdrawal if the entrepreneur or a third party cooperating with him has brought the consumer to the premises the entrepreneur uses for his business operations in the course of a promotional trip, an excursion or a similar event or by personally and individually addressing the consumer on the street.

(3) The consumer has no right of withdrawal if

1. he himself solicited the business relationship with the entrepreneur or his agent for the purpose of entering into a contract,
2. the entry into the contract was not preceded by negotiations between the parties concerned or their agents, or
3. in case of contracts by which mutual services shall promptly be provided if, as a rule, these are entered into by entrepreneurs outside their business premises, and if the agreed remuneration does not exceed EUR 15.00 or if the business, by its very nature, is not operated at permanent business premises, and if the remuneration does not exceed EUR 45.00.

(4) Withdrawal is effective only if it is made in writing. It is sufficient if the consumer returns to the entrepreneur or his agents that participated in the contract action (note: correctly: contract negotiations) a document containing his or the entrepreneur's representation of contract with a note to the effect that the consumer objects to the entry into or refuses to adhere to the contract. It is sufficient if the declaration is dispatched within the time limit referred to in paragraph 1.

(5) Furthermore, the consumer may withdraw from his offer to conclude a contract or from the contract itself if the entrepreneur has breached trade regulations on the collection and receipt of services, on the visitation of private individuals and advertising events, or on the receipt of orders for goods (Sections 54, 57 and 59 of the Austrian Trade Act 1994). This right of withdrawal is also governed by the provisions set out in paragraphs 1 and 4. The consumer may also exercise this right in the cases referred to in paragraph 3.

• **§ 3a.(1)** The consumer may also withdraw from his offer to conclude a contract or from the contract himself if circumstances relevant for his consent, which the entrepreneur during the contract negotiations has described as likely to occur, do not occur or occur to a much lesser extent.

(2) Relevant circumstances pursuant to paragraph 1 shall mean

1. the expected participation or consent of a third party which is necessary for the undertaking to provide its service or for the consumer to use the service,
2. the prospect of tax benefits,
3. the prospect of public subsidies, and
4. the prospect of a loan.

(3) Notice of withdrawal may be given within one week. That time limit starts to run once the consumer realizes that the circumstances referred to in paragraph 1 will not occur or will occur only to a much lesser extent and once he has received written instructions on his right of withdrawal. However, the right of withdrawal expires no later than one month after full performance of the contract by both parties, or in case of banking and insurance contracts with durations in excess of one year no later than one month after such contract takes effect.

(4) The consumer has no right of withdrawal if

1. he was aware or should have been aware already during the contract negotiations that the relevant circumstances will not occur or will occur only to a much lesser extent,
2. an exclusion of his right of withdrawal was negotiated in detail or if
3. the entrepreneur has already agreed to reasonably adjust the contract.

(5) The withdrawal notice is governed by Section 3 (4) by analogy.

## **7. Terms of Payment**

7.1 The customer undertakes to pay the purchase price within the agreed payment period. The customer is deemed to be in default of payment if he does not pay after expiry of this time limit (receipt of payment). The terms of payment applicable for each contract will be disclosed in the acknowledgment of order. The customer can pay either by cash on delivery, wire transfer or by credit card. We reserve the right to exclude certain forms of payment. We also reserve the right to insist on cash payment or cash on delivery for certain transactions. We accept bills of exchange as payment only by special agreement. Any resulting costs shall be borne by the customer and are payable without delay.

7.2 While the consumer is in default, he shall pay interest at a rate of 5% above the base interest rate on the monetary debt. While the entrepreneur is in default, he shall pay interest at a rate of 8% above the base interest rate on the monetary debt. We reserve the right to prove and assert towards entrepreneurs a higher damage caused by default interest. Our right to assert interest due from business-related transactions towards entrepreneurs shall not be affected (Section 352 of the Austrian Companies Act). The customer undertakes to pay all costs and expenses arising in connection with collecting the claim, including but not limited to collection fees and other costs necessary for appropriate enforcement.

7.3 We may insist on immediate payment if, in case of contracts with entrepreneurs, a customer's or an acceptor's financial condition deteriorates during the term of a bill of exchange. If, after the conclusion of a contract, it is evident that the customer's poor financial solvency will endanger our entitlement to compensation, legal regulations entitle us to refuse to provide services and to cancel the contract possibly after having set a grace period, if such cancellation does not endanger the customer's continuation of business. Moreover, we may cancel the contract as described below, possibly after having set a grace period (without affecting the legal regulations on the lack of the necessity to set a grace period). Should a cancellation of the contract endanger the continuation of the customer's business, we may cancel contracts concluded with the customer until the expiration of six months after opening of insolvency proceedings only for good cause. Any deterioration in the customer's economic situation and the customer's default regarding claims that become due prior to the opening of insolvency proceedings shall not be deemed to constitute good cause. This does not apply if a cancellation of the contract is absolutely necessary to avert serious personal or economic disadvantages of our undertaking.

- 7.4 An entrepreneur may only set-off counterclaims that were determined with final effect or acknowledged by us. A consumer may set off counter claims only if we are insolvent or if these counterclaims are legally related to the consumer's liability and have been determined by a court or acknowledged by us. An entrepreneur may not retain payments.

## **8. Reservation of Title**

- 8.1 We will retain title to the delivered goods until all claims against an entrepreneur resulting from our entire business relationship have been paid.

As regards consumers, we will retain title to the goods pending payment of the full purchase price.

- 8.2 The customer shall handle the goods with care while we retain title to the goods. The customer shall procure any necessary maintenance and inspections at regular intervals and at its own cost and expense. The customer shall promptly notify us in writing if any third parties should seize the goods, including by way of compulsory enforcement, and of any damage to or destruction of the goods. The customer shall promptly report to us any changes in the possession of the goods and any change of his address. The customer shall compensate us for any damage and costs which arise due to any breach of these obligations and due to any necessary intervention to defend third-party seizures.

- 8.3 We may cancel the contract and insist on surrender of the goods if the customer behaves contrary to the terms of the contract, including but not limited to default in payment. Furthermore, we may cancel the contract and insist on surrender of the goods in case of a breach of any obligation pursuant to Section 8.2. if we cannot be reasonably expected to adhere to the contract.

- 8.4 The entrepreneur may resell the goods in the ordinary course of business. The entrepreneur assigns to us already at this point in time any claims equal to the invoice amount which he may incur from any such resale towards third parties, and he undertakes to make a pertinent note in his books or invoices. We hereby accept such assignment. The entrepreneur may collect the claim after assignment. However, we reserve the right to independently collect a claim as soon as an entrepreneur fails to properly fulfil his payment obligations and is in default. When fulfilling the above obligations, the entrepreneur shall avoid costs and expenses, if possible, and shall hold harmless and indemnify us in this respect.

- 8.5 The undertaking will process and treat the goods always in our name and on our behalf. We will obtain co-ownership of a new item created through processing of the goods in proportion of the goods we have delivered. The same applies if goods are processed or mixed with other items not belonging to us.

## **9. Transfer of Risk**

- 9.1 The risk of accidental loss and accidental deterioration of the goods will transfer to the customer upon delivery of the goods to the customer, or in case of sales involving the carriage of goods, upon delivery of the goods to the forwarding agent, carrier or any other individual or institution designated to dispatch the goods.

- 9.2 The risk of accidental loss and change of data downloaded or sent via the Internet will transfer to the customer once data cross the network interface.

- 9.3 Delivery is deemed to have taken place even if the customer is in fault with acceptance of the goods.

## **10. Complaints / Warranty**

- 10.1 The customer may generally opt either for improvement or exchange of flawed goods. We may refuse to take the chosen corrective action if it is impossible or involves disproportionately high efforts compared to another form of corrective action. In case of entrepreneurs, we will initially offer to improve or exchange flawed goods.

- 10.2 If improvement is impossible or unreasonable, the customer may generally insist on a price reduction or, if a flaw is significant, on cancellation of the contract.

- 10.3 Entrepreneurs are obliged to examine the delivered goods within a reasonable period of time as to whether they contain flaws and shall report any flaws in writing within one week from receipt of the goods, failing which warranty claims are excluded. Hidden flaws must be reported to us in writing within one week after discovery. Compliance with that time limit is ensured if the notice is dispatched in due time. The entrepreneur shall have the full burden to prove all requirements for claims, including but not limited to the flaw itself, the point in time when the flaw was discovered, and the timeliness of the complaint.

- 10.4 The warranty period applicable to consumers is two weeks from delivery of the goods. The warranty period applicable to entrepreneurs is one year from delivery of the goods. The warranty period for used items is one year from delivery of the goods.

- 10.5 We do not accept any guarantees towards our customers in the legal sense of this term. This shall not affect warranties offered by the producers.

## **11. Limitation of / Release from Liability**

- 11.1 Unless these Terms provide otherwise, the customer may not assert damages on any legal ground whatsoever, including but not limited to a breach of obligations or tort. For the avoidance of doubt, this disclaimer includes also damage which did not occur on the deliverable itself, i.e. consequential damage, if any, and pecuniary loss, loss of savings, loss of interest and losses the customer has incurred from third-party claims.
- 11.2 The exclusions or limitations of liability referred to in paragraph 1 above as well as other exclusions or limitations governed herein shall not apply in the following cases:
- liability for culpable injury to life, body or health,
  - liability for damage caused by intent,
  - liability for damage caused by gross negligence of owners, statutory representatives or executives,
  - liability for failure to observe a written guarantee,
  - mandatory liability pursuant to the Product Liability Act,
  - liability in case of concealment of a defect.
- 11.3 Furthermore, the above limitations are not applicable towards consumers in case of damage to items delivered to us for processing.
- 11.4 We are liable only for our own content on the website of our on-line shop. We are not responsible for any third-party content on other linked websites. We do not adopt third-party content. We will immediately block the access to third-party contents if we become aware of any illegal content.
- 11.5 The above regulations do not change the burden of proof to the customer's disadvantage, unless these Terms contain other provisions that are applicable to undertakings.

## **12. Place of Payment / Performance**

Place of performance and place of payment for all deliveries and both parties is Vienna.

## **13. Final Provisions**

- 13.1 These Terms shall be governed by and construed in accordance with Austrian law, to the exclusion of the UN Sales Convention. This choice of law is applicable to consumers only if mandatory laws of the state in which the consumer has his habitual place of abode do not provide otherwise.
- 13.2 All disputes directly or indirectly arising from this contract shall be subject to the Austrian court having local and subject-matter for our corporate seat. If the customer is a consumer, that place of jurisdiction applies only if the customer has his residence, habitual place of abode or place of employment in that court district or if the customer is resident abroad.
- 13.3 Should any term of the contract with the customer, including these Terms, be or become invalid in whole or in part, this shall not affect the validity of the remaining terms. The entirely or partially invalid term will be replaced by a term that closest reflects the economic success of the invalid term.

## **14. Data Privacy**

- 14.1 Our "data privacy information" is supposed to inform the customer about:
- form, scope, length and purpose of collecting, processing and using personal data which is necessary for the execution of orders and for invoicing;
  - his right to object to the creation and use of his anonymous user profile for advertising and market research and drafting a customized offer;
  - the transmission of data to undertakings we have instructed and which are required to observe legal data privacy provisions for the purpose and duration of credit ratings and the dispatch of our goods;
  - the right to obtain free information about his personal data we have stored;
  - the right to correct, delete and block his personal data we have stored.
- 14.2 Any collection, processing and use of personal information in a form other than described in paragraph 1 requires the customer's consent. The customer may grant that consent prior to placing his order. The customer may revoke his consent at any time with effect for the future (see "Data Privacy Consent").



**- Data Privacy Information –**

In case a contract is concluded, we shall collect and process the personal information you have provided to us in our system and shall use these for the duration of the performance of the contract, i.e. for the execution of the order and billing. Personal data refers to all information that can be used to directly or indirectly identify an individual, such as, for instance, name, home address, e-mail address, date of birth, occupation, bank account, etc.

For advertisement and market research purposes, and to customize our products and services, we create and use anonymized use profiles. You have the right to object to such use, which you can exercise by issuing a statement/sending us an e-mail/by clicking on the respective button. We shall provide you with information on your personal data we store free of charge.

You can ask us to correct, delete, or block your personal data stored with us at any time.

**- Data Privacy Consent -**

The customer hereby expressly consents to the collection, processing, and use of personal data, which have been provided in the order form, by E. Hartner & Co GmbH for their own marketing purposes in connection with the customer, including the creation of a customer file.

The customer is entitled to revoke this consent at any time in the future.

**E. Hartner & Co GmbH**