

General Terms and Conditions

Of the online shop of Franz Kastner GmbH, Linzer Straße 25, 4910 Bad Leonfelden, Austria (in the following also called „KASTNER“, „Kastner GmbH“)

Last update: September 2017

The following regulations apply for orders through our webshop, at <http://www.kastner-austria.at>, menu item "Shop", which constitute contracts between the customers (in the following also called „purchaser“, “purchasers”) and KASTNER.

This English version of our general terms is only a rough translation: in detail, there is always the German version binding, and basis for interpretation.

Download as PDF

§1 Scope of the Contract

These terms and conditions form an integral component of all present and future agreements between KASTNER and the customer, including all connected enterprises and parts of them, and are the exclusive basis for all cooperations.

All orders and applications are subordinated under the version which is valid at the time of the order, and are amended by Kastner's general terms and conditions, available on the Web page of KASTNER (www.kastner-austria.at) which form an integral part of these contractual terms and conditions.

By placing an order, the customer automatically recognises these general terms. Deviant terms and conditions are expressly not part of any kind of contract between the parties. This applies also to all future agreements. All agreements, including verbal agreements with representatives of Kastner, including telephone orders ,must be confirmed in writing in order to be valid.

§ 2 Contract Language, Offers

Language of the contract is German; In addition, orders can be transmitted in other languages, according to the technical facilities provided. Any content of this contract, other information, customer service or claims must always be interpreted according to the german version of the contract and these general terms.

KASTNER reserves the right to change contents and offers on the online shop at any time without former notice.

The presentation of the products in our Internet shop is not classified as a legally binding offer from our side, but only as a non-binding invitation to the consumer to order goods. All our offers are principally non-binding.

§ 3 Conclusion of contracts, ordering procedures

Orders can either be transmitted directly in writing to KASTNER, or through the order forms that are transmitted via the online shopping system.

Once we have received an order in our Internet shop, the following rules apply: the consumer makes a binding contractual offer by undergoing successfully the order

procedure provided in our Internet shop. Only by forwarding a written order confirmation, which is marked as such, Kastner accepts the offer.

After selecting the ordered products in the shopping cart, the buyer has to fill out the necessary ordering information. This information is being processed confidentially, within the framework of the applicable data protection provisions.

In the cash area, customers can overlook and control their actual purchases, and have the possibility to correct quantities and articles.

As soon as the order is forwarded to Kastner, by clicking on the button "Buy" (or similar), a binding order of the buyer has been constituted, and at the same time he confirms that he has read and understood the current terms and conditions. The customer confirms that he is aware that a liability has been established by doing so. First, the customer receives a non-binding confirmation by E-mail, which is later supplemented by a formal order confirmation by E-Mail. The formal contract is constituted with this formal order acknowledgement.

KASTNER may refuse to accept orders without naming any reasons, and has the right to withdraw from the contract, in case that printing and calculation errors or other unforeseen difficulties should occur, as well as situations which are beyond the sphere and control of KASTNER.

All offers are valid as long as the stocks last. If the stock is exhausted, the customer will be informed either online or by E-Mail.

§ 4 Delivery & Processing, Retention of Title

Orders will be delivered within Austria and the European Union. Kastner has no obligation to deliver whatsoever.

For deliveries within Austria, we will not charge transportation fees for orders with a net value over EUR 150,-. Place of acceptance of the goods is at the first lockable door. For deliveries under a net order value of EUR 150,-, or into other European countries or outside the European Union, transport costs of at least 6 Eur will be charged.

The following rules apply for deliveries in the European Union: the transport costs shall be subject to the rates calculated by the Austrian Post service providers. These are calculated based on the weight and are shown during the checkout process. With the confirmation of the order process the customer accepts these transport costs.

Desired date of delivery: delivery dates will be confirmed depending on production capacities and availability of the goods, and are not binding: KASTNER is not liable to keep certain delivery dates, and is entitled to do partial deliveries. Should KASTNER itself be subject to delays of its suppliers, KASTNER is not obliged to supply or supply in time.

All delivered goods remain in the property of the seller until full payment of the purchase price is irrevocably received, including all additional charges. If the customer pays in delay or if he violates one of the duties arising from the reservation of ownership, the entire open payment will become due immediately. We are entitled to demand the release of our property-related things and to pick them up from the customer. The customer waives the right of retention, which would arise for

whatsoever reason. The customer bears the costs of withdrawal, and all connected costs.

§ 5 Consumers

Customers who are consumers within the field of application of the relevant Consumer Protection Act and stipulations, can step back from the purchase within 14 days after the reception of the goods, without naming a certain reason. The Declaration of withdrawal must be made in writing (email at office@kastner-austria.at), the date of dispatch is decisive for the timelines.

In this case of cancellation by the customer, the goods have to be returned to Kastner unopened or unused, undamaged and not dirty, and the customer has to bear the costs of the return transport. After receipt of the returned goods at KASTNER, a refund is done, based on the already paid price, less shipping and transportation, handling costs etc., stated on the invoice, but not later than by 30 days after the merchandise is refunded. Damaged packaging, lack of parts or accessories for visible signs of wear, or not paid invoices for the returning of the goods is however charged a reasonable fee for the use or impairment, and if necessary, freight and storage costs can be withheld.

§ 6 Transfer of risks, conditions, prices

All deliveries will be carried through at the expense and risk of the purchaser. The goods are paid with credit card (Visa, MasterCard), online banking (Direct banking) or PayPal. Agreed delivery periods shall apply as from the date of the order confirmation by KASTNER. Claims for damages due to late delivery or withdrawal from the contract are excluded in any case. Disruptions due to force majeure on their own ground or in the manufacturing plant at KASTNER, exempt from compliance with agreed delivery times, as well as accidents or errors on the entire transport route, particularly from the manufacturing plant to KASTNER. Already rendered parts of the orders have to be accepted by the customer and to be paid. Partial deliveries and partial invoices are allowed, and partial deliveries are to be paid by the customer according to the specified payment terms. Only when an agreed delivery date has been exceeded by more than 6 weeks, the buyer may withdraw from the contract, after granting an explicit 6-week waiting period. If the customer does not take the goods, we are entitled to withdraw from the contract after setting a 2 week period of time and/or to demand damages for non-performance. We shall be entitled either to claim without proof of damage 30% of the agreed order amount or compensation for the loss actually incurred. Insurance and packaging will be charged at the price, an average customer would have to pay.

The delivery is sent to the customer's address unless otherwise agreed. If no exact delivery address is specified, the customer's address shall be deemed to be the valid shipping address. If the customer provides inaccurate, incomplete or ambiguous information, he bears all costs.

In this case, all advance payments are refunded promptly to the customer, by deduction of all shipping and handling costs.

The customer is obliged to complain immediately about visible defects - if he is not classified as consumer - after receiving the goods.

For dispatch, the customer approves expressly the transportation terms and dispatch types of the appointed transport measures and forwarders, such as post, train, plane, boat, private courier and delivery services such as DHL etc.

The risk of loss and the deterioration is shifted to the customer at the moment of dispatch of the goods by KASTNER (moment of disposal to the delivery / transport service). For professional merchants, there apply the special rules of the Austrian Commercial Code (Handelsgesetzbuch, HGB).

§ 7 Terms of payment

You have the choice of different payment types, depending on the order value and the shipping destination. The various possibilities can be found in the menu item "Shipping and payment" on the Internet page www.kastner-austria.at as described.

The relevant provisions and tax treaties apply to deliveries. All prices defined if they contain VAT or not, resp. Outside of Austria, the customer is obliged to calculate the applicable VAT rate. The following VAT rates apply to purchases of Austrian customers: 10% for the products (gifts), 20% for the packaging service. The Bills bear the UID number of KASTNER. Only the designated payment methods at the KASTNER online shop are acknowledged.

All invoices are due immediately and payable without deductions. Bills of Exchange or cheques are not accepted. All discount and collection charges are at the expense of the customer. The same applies to collection expenses, according to the legal framework.

Only when KASTNER finally and fully has command over the amount, payments are fully made.

§ 8 Limitation of liability, data protection & applicable law

KASTNER is liable for property and damages only for intent or abusive negligence, as far as it comes to a responsibility by KASTNER covered by applicable law at all.

Insofar as the customer is a consumer, KASTNER will at any time deliver free of charge information about the data stored about his person this request and this delete request, correct and block for purposes of advertising and marketing.

Personal data of the customer is only collected in the context of the statutory provisions on data protection and in so far, processed and used, as far as they are necessary for the establishment, content design, or modification of the contractual relationship. They serve only for the completion of the transaction with the customer and marketing purposes by KASTNER (Dunning, customer records, current information). The data submitted to KASTNER from the customer will be stored electronically for this purpose, but not passed on to third parties.

The customer agrees that KASTNER may send him services, information on products and news via E-Mail until further notice. Receiving further emails from KASTNER can be terminated by the customer by sending an e-mail with the subject "unsubscribe".

§ 9 Data security

KASTNER is not responsible for the functioning of technical measures for data

security, and there is also generally no right to a specially secure implementation of the order process. Should the customer receive no confirmation mail, he is kindly asked to contact us at office@kastner-austria.at.

§ 10 Liability

All claims for damages against KASTNER are excluded, regardless on which legal grounds whatsoever they are based, unless intention or abrasive negligence have been the motive of the actions of KASTNER.

For those parts of the goods, KASTNER has obtained from sub-suppliers, we are liable only to the extent we ourselves are able to hold liable our sub-suppliers, and can put forward claims for guarantee or claims for damages. All claims for damages and any rights of recourse against KASTNER have to be put forward within six months, otherwise they expire.

KASTNER warrants for the appearance and workmanship of the merchandise only within the extent of the provisions and regulations, our sub producers or suppliers give, with regard to the suitability of the merchandise. The buyer has to ensure that the merchandise is used as intended, and exclusively in the sense of the supplied instruction. In case of infringement of this obligation, the purchaser is not entitled to put forward claims against the supplier.

§11 Claims

If the basic transaction is not qualified as consumer transaction, and if no other kind of transaction is required, all complaints can be put forward only within two working days after receipt of the goods, otherwise the right to claim is lost. In case of damaged shipments, the supplier has immediately to be informed by the buyer (carrier, post or train), otherwise we will reject a settlement of claims. Subsequent complaints are not accepted. KASTNER can chose how warranty claims can be fulfilled: by improvement, repair or delivery of a defect-free product but also by granting a reasonable price reduction, especially if a different remedy would not be possible, or only at disproportional costs. Should the delivered goods be changed by the customer, improperly treated or processed, any obligation from the side of KASTNER expires.

If the purchaser has repaired the damage himself, KASTNER is liable for costs only if KASTNER has expressed the consent to do so. Only characteristics that explicitly and in writing were assured by KASTNER are subject to any request. Changes of assortment are reserved by KASTNER. This includes commercial and/or manufacturing technically conditional deviation about entitle nor to a complaint such as colour and deviations or the like in quality, size, design, facilities and material. The burden of proof that a liability by KASTNER arises, and that a damage already has existed at the time of delivery, is to be born by the customer. No kind of claim can constitute an extension of the warranty period.

§ 12 Revocation of the contract

Customers who are covered by the term “consumers” in the meaning of EU Directive 2011/83/EC, have the right to revoke this contract within 14 days without any explanation. The withdrawal period is fourteen days from the date on which the customer or a third party named by him, but who is not the carrier, have taken the goods in possession or hold them. In order to exercise this right of withdrawal, the

customer has to inform KASTNER by means of a unique statement by postal letter, fax or E-Mail about his decision to cancel the contract. In order to do so, he can use the withdrawal form which is enclosed in the shipping, but the use of this form however is not formally required. Together with every return shipment, a corresponding delivery note or invoice number must be enclosed. KASTNER has the right to tell its opinion about the withdrawal. In order to adhere to the revocation period, it is sufficient that the customer submits his notification of the withdrawal before the end of the withdrawal deadline.

Consequences of revocation

If the client revokes the contract with KASTNER, KASTNER has to pay back all payments that KASTNER has received from the customer, including eventual costs of delivery to the customer (with the exception of additional costs, when the customer uses e.g. a different type of delivery than originally used) in the scope of the cheapest possible standard delivery, without delay and at the latest within fourteen days from the day, on which the notification of revocation of the contract was received by KASTNER. The same means of payment which was used in the original transaction, will be used for the return payment, unless something different would have been expressly agreed with the customer. In no case, costs will be charged to the customer which derive from this repayment. KASTNER may refuse this return payment until KASTNER has received the goods back, or the customer has provided proof that the goods were sent back, depending on which of both measures has been taken earlier.

The customer has to return the goods to KASTNER without delay, and in any case no later than fourteen days from the date on which KASTNER was informed of the revocation of the contract. The deadline is met if the customer submits the goods before the expiration of this period of fourteen days. The customer shall bear all direct costs for the returning of the goods. The customer has to compensate for a possible loss in value of the goods only if this loss in value derives from a use which was not according to the nature of the respective goods, or if it is due to unnecessary handling of his properties or an unprofessional way of operating and handling the goods. For returns that occur outside of the withdrawal period, we reserve to refusal the acceptance of the revocation. This also applies when the goods are no longer new, or have been individually labeled. When the reshipment is not based on a legitimate complaint or happens outside the statutory cancellation period, we will charge a fee of 1% of the value of the goods.

§ 13 Applicable law, place of performance

Austrian law applies on all agreements between the parties, excluding its reference standards and the purchase stipulations of UN law. Place of performance and exclusive place of jurisdiction is Bad Leonfelden (Austria) for deliveries and payments for both Contracting Parties.

§ 14 Severance clause

If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

Withdrawal form

If you want to cancel the contract, then simply fill out this form and send it back.

To
Franz Kastner GmbH
Linzer Straße 25
4910 Bad Leonfelden / Austria
Email: office@kastner-austria.at

Hereby I/we withdraw the (*) agreement completed by me/us (*)
to purchase following goods (*) / the provision of the following services (*):

Ordered the (*) / get most (*): _____

Name of / the consumer: _____

Address of / the consumer: _____

Signature of the consumer
only for communication on paper

Date

(*) Delete as appropriate.