

Terms and Conditions for KOLARZ GmbH Webshop

1. General Information

1.1 These Terms and Conditions (“T&Cs”) apply to all sales contracts for goods sold by KOLARZ GmbH (“KOLARZ”) which are entered into with consumers within the meaning of the Austrian Consumer Protection Act (KSchG) and in the context of the KOLARZ Webshop. KOLARZ contact details:

KOLARZ GmbH, Hauptstraße 103, Breitenfurt b. Wien, 2384 Austria/Europe

Tel.: +43 2239 2721, Fax: +43 2239 3983

Email: office@kolarz.at, Web: www.kolarz.at

1.2 By submitting their order, the customer declares that they agree to be bound by these T&Cs.

2. Signing of the contract

2.1 All offers made by KOLARZ are non-binding and to be seen as invitations to the customer to make an offer themselves.

2.2 The customer must fill out all designated fields in the order form in full and provide truthful information. By clicking the “Order now” button, the customer is making a binding offer to purchase the goods in the shopping basket. The automatically generated order confirmation documents the fact that KOLARZ has received the order, but this does not represent an acceptance of the offer.

2.3 The contract shall not be formed until KOLARZ has accepted the order by sending an order confirmation through the post, by fax or via email.

2.4 If the ordered goods are temporarily unavailable at the time of the order, the customer shall receive information about this. If the goods can never be supplied, no contract will ever be formed; the customer shall be informed about this.

3. Right of withdrawal within the meaning of the FAGG, the Austrian Distance Selling Act:

3.1 Customers may withdraw from sales contracts entered into via the KOLARZ Webshop within 14 days without specifying any reasons for this. This withdrawal period begins on the day on which the customer takes possession of the goods. If several goods are ordered in one single order but have to be delivered separately, the withdrawal period begins on the day on which the customer has taken possession of the goods most recently delivered. If goods are delivered in several partial shipments, the withdrawal period will begin on the day on which the customer takes possession of the most recent partial shipment.

3.2 There are no formal requirements set regarding the format of the withdrawal correspondence. The customer can use the withdrawal form template for this, which can be found at <https://www.kolarz.at/revocation>. For the deadline to be met, the withdrawal must reach KOLARZ GmbH, Hauptstraße 103, 2384 Breitenfurt bei Wien, Austria, or emailed to office@kolarz.at within the timeframe set out in 3.1.

3.3 In the event of a withdrawal within the meaning of Section 11, FAGG, the following shall apply:

a) KOLARZ must immediately repay all payments made by the customer, including, where applicable, any delivery costs, and no later than 14 days after the withdrawal declaration is received. Payments made by the customer will be refunded using the payment method used by the customer for their order. However, if the customer expressly chooses a type of delivery other than the lowest-price standard type of delivery offered by KOLARZ, the customer shall not be entitled to have the additional costs incurred through this refunded. KOLARZ may refuse to make repayment until KOLARZ has either received the goods (one or more) back or the customer has provided evidence that the goods are being returned.

b) The customer must immediately return the goods received, and in no case later than 14 days after the withdrawal is declared, to

KOLARZ Logistic Center Müllendorf
Industriestraße V/1
7052 Müllendorf
Austria/Europe

in their original packaging. To meet the deadline, the goods must be returned *within* the stipulated period.

c) The customer must pay the immediate costs of returning the goods. If, in individual cases, the nature of goods means they are not usually sent by post, KOLARZ shall themselves pay for the goods to be collected.

d) The customer shall pay KOLARZ damages for any loss in value for the goods if this loss in value can be attributed to you taking unnecessary action to check the quality, properties and functionality of said goods.

3.4 The right of withdrawal does not apply to contracts for goods produced based on a customer specification or which are tailored specifically to an individual's requirements.

4. Prices

4.1 The purchase price for the ordered goods listed in the Webshop shall be considered agreed. All prices are stated in euros and include value added tax (VAT). Packaging and shipping costs are calculated and shown separately, unless it has been expressly stated that KOLARZ will pay these (for example, if the minimum order quantities specified in the Webshop are not achieved, or the delivery areas listed in the Webshop cannot be reached). Shipping costs and incidental costs are listed on the KOLARZ webshop.

4.2 Should export or import duty be payable on the shipment, the customer shall pay these as well. The prices for the deliveries and services offered do not include costs charged by third parties.

4.3 No Austrian VAT shall be payable on sales to traders within the EU who provide a VAT number; these are required to pay VAT on said sales in their home countries.

5. Terms of payment

5.1 The customer can make payment with the payment methods shown during the order process e.g. payment via credit card, PayPal or instant transfer to the account provided in the KOLARZ Webshop. KOLARZ reserves the right to restrict the selection of payment methods in individual cases.

5.2 The information entered by the customer here is not stored by KOLARZ, but may be stored by the respective payment service provider where necessary.

5.3 Invoicing takes place together with the order confirmation. Unless otherwise agreed, invoices are due for payment as soon as they are issued, without deductions and charges. In the event that payment is not made on time, KOLARZ shall be entitled to withdraw from the contract without a period of grace.

6 Terms of delivery

6.1 Goods purchased will be sent (subject to availability at KOLARZ and the place of dispatch) within five (5) working days of payment being received by KOLARZ. If KOLARZ does not have the goods available, these will be shipped following production in the individual case within 40 working days of payment being received by KOLARZ.

6.2 Deliveries will be made to the address specified by the customer. The customer shall bear any costs arising from inaccurate, incomplete or unclear information provided by the customer.

6.3 Deliveries will be made either using a courier or by post, as KOLARZ chooses.

6.4 Upon shipment of the goods, risk of loss or damage to the goods will not pass to the customer until the customer, or a third party appointed by the customer, receives the goods. However, if the customer has entered into another contract of carriage themselves without taking up the option proposed by KOLARZ, this risk will pass to the customer as soon as the goods are handed over to the carrier.

7. Warranty

7.1 Statutory warranty provisions apply.

7.2 All specifications and data concerning the goods and their appearance, particularly their colours, contained in the Webshop, brochures, drawings, dimensional drawings and descriptions, are approximate and non-binding. Production conditions may lead to different colours on individual goods (not as shown in pictures); these do not represent defects.

8. Data protection

The customer understands that their data will be stored automatically and processed for the purpose of executing the contract (e.g. to deliver goods or for processing payments) and only used by KOLARZ in full compliance with the provisions of the Data Protection Act. Their data will not be passed on to third parties, except when this is necessary to perform the contract or to fulfil legal requirements.

9. Place of jurisdiction and applicable law

9.1 Insofar as the customer has no general place of jurisdiction in Austria, the parties shall agree on the exclusive jurisdiction of the competent court where KOLARZ is based.

9.2 It is agreed that these terms shall be governed exclusively by the laws of the Federal Republic of Austria, and that the UN Convention on the International Sale of Goods and international conflicts of law are precluded.

10. Other

If, because of binding legal requirements (especially the provisions of the KSchG), any provision of these General Terms and Conditions proves to be or become partly or fully ineffective, this shall not affect the validity of the remaining provisions. It is agreed, that any invalid provision will be replaced by a provision, which comes closest to the invalid provision from an economic point of view and in a legally permissible manner.

Last updated: February 2016