

# General Terms and Conditions

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## 1) Scope of Application

**1.1** These General Terms and Conditions (hereinafter referred to as "GTC") of the company Bogentandler GmbH (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

**1.2** Regarding the purchase of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

**1.3** For contracts regarding the delivery of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

**1.4** A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity.

**1.5** A trader pursuant to these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

## 2) Conclusion of the Contract

**2.1** The product descriptions in the Seller's online shop do not constitute binding offers

on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

**2.2** The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart.

**2.3** The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

**2.4** If the Client chooses the payment method "Amazon Payments", payments are processed by the payment service provider Amazon Payments Europe S.C.A., 38 avenue John F. Kennedy, L-1855 Luxembourg (hereinafter referred to as „Amazon“).

If the Client chooses "Amazon Payments" as payment method during the online ordering process, he, at the same time, makes a payment order to Amazon when initiating the payment transaction by clicking the button finalizing the ordering process. In this case, the Seller declares his acceptance of the Client's offer at the time when the Client initiates the payment transaction by clicking the button finalizing the ordering process.

**2.5** When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

**2.6** Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors. The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

**2.7** The German and the English language are exclusively available for the conclusion of the contract.

**2.8** Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

### **3) Right to Cancel**

**3.1** Consumers are entitled to the right to cancel.

**3.2** Detailed information about the right to cancel are provided in the Seller's instruction on cancellation.

**3.3** The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

### **4) Prices and Payment Conditions**

**4.1** Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

**4.2** Payment can be made using one of the methods mentioned in the Seller's online shop .

**4.3** In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

**4.4** If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

**4.5** If the payment method "purchase on account" is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is to be paid within 7 (seven) days from receipt of the invoice without deduction, unless otherwise agreed. The Seller reserves the right to offer the payment method "purchase on account" only up to a certain order volume, and he may refuse this payment method if the specified order volume is exceeded. In this case, the Seller will inform the Client in his payment information displayed in the online shop of a corresponding payment

restriction.

**4.6** If the payment method "immediate bank transfer" is selected, payment processing is carried out via the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (hereinafter referred to as "SOFORT"). If he wants to be able to pay the invoice amount via "immediate bank transfer," the Client must have an online banking account that is activated for participation in "immediate bank transfer". Furthermore he must have the appropriate credentials during the payment process, and must confirm the payment instruction to SOFORT. The payment transaction will be executed immediately afterwards and the Client's bank account debited accordingly. Further information on the payment method "immediate bank transfer" can be called up by the Client at <https://www.klarna.com/sofort/>.

## **5) Shipment and Delivery Conditions**

**5.1** If the Seller offers to ship the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Client unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive.

**5.2** Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

**5.3** Personal collection is not possible for logistical reasons.

**5.4** Vouchers will be provided to the Client as follows:

- by e-mail

**5.5** The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

## **6) Reservation of Proprietary Rights**

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

## **7) Warranty**

**7.1** Unless otherwise stipulated, the provisions of the statutory liability for defects shall apply. Deviating therefrom, the following shall apply to contracts for the delivery of

goods:

### **7.2** If the Client acts as trader

- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for claims for defects shall be one year from delivery of the goods,
- for used goods, the rights and claims for defects are excluded,
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

**7.3** If the Client acts as a consumer, the following applies to contracts for the delivery of used goods subject to the restriction of the following clause: The limitation period for claims for defects is one year from the delivery of the goods if this was expressly and separately contractually agreed between the parties and if the Client was specifically informed of the shortening of the limitation period before submitting his contractual declaration.

**7.4** The above-mentioned limitations of liability and shortening of the period of limitation do not apply

- to claims for damages and reimbursement of expenses of the Client,
- if the Seller has fraudulently concealed the defect,
- for goods which have been used in accordance with their customary use for a building and which have caused its defectiveness,
- for any existing obligation of the Seller to provide updates for digital products with respect to contracts for the supply of goods with digital elements.

**7.5** Furthermore, for traders, the statutory limitation periods for any statutory right of recourse that may exist shall remain unaffected.

**7.6** If the Client acts as a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

## **8) Liability**

The Seller is liable to the Client for all contractual, quasi-contractual and legal, including tortious claims for damages and reimbursement of expenses as follows:

**8.1** The Seller is liable without limitation for any legal reason

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, body or health,
- due to a guarantee promise, unless otherwise regulated in this regard,
- due to mandatory liability such as under the German Product Liability Act

(Produkthaftungsgesetz).

**8.2** If the Seller negligently breaches a material contractual obligation, liability is limited to the damage that is typical for the contract and foreseeable, unless unlimited liability applies in accordance with the above paragraph. Material contractual obligations are obligations that the contract imposes on the Seller in accordance with its content in order to achieve the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the Client can regularly rely.

**8.3** Otherwise, liability on the part of the Seller is excluded.

**8.4** The above liability provisions also apply with regard to the liability of the Seller for his vicarious agents and legal representatives.

## **9) Redemption of Campaign Vouchers**

**9.1** Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can only be redeemed in the Seller's online shop and only within the indicated time period.

**9.2** Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

**9.3** Only one campaign voucher can be redeemed per order.

**9.4** The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

**9.5** If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

**9.6** The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

**9.7** The campaign voucher will not be redeemed if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

**9.8** The campaign voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the campaign voucher in the Seller's online shop. This does not apply if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

## **10) Redemption of Gift Vouchers**

**10.1** Vouchers which can be purchased via the Seller's online shop (hereinafter referred to as "gift vouchers") can only be redeemed in the Seller's online shop, unless otherwise stipulated in the voucher.

**10.2** Gift vouchers and remaining assets of gift vouchers can be redeemed by the end of the third year following the year of the gift voucher purchase. Remaining assets will be credited to the Client's voucher account.

**10.3** Gift vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

**10.4** Only one gift voucher can be redeemed per order.

**10.5** Gift vouchers can only be used for the purchase of goods and not for the purchase of other gift vouchers.

**10.6** If the value of the gift voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

**10.7** The gift voucher credit will not be redeemed in cash and is not subject to any interest.

**10.8** The gift voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the gift voucher in the Seller's online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

## **11) Applicable Law**

The law of the Republic of Austria shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

## **12) Place of Jurisdiction**

If the Client is a businessman, a legal entity of public law or a separate estate under public law with its seat in the territory of the Republic of Austria, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract. If the Client is domiciled outside the territory of the Republic of Austria, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases the Seller is entitled to call the court responsible for the seat of the Client.

### **13) Alternative dispute resolution**

The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.