



## General Terms and Conditions

### Article 1: Scope

The following General Terms and Conditions set out in the version valid at the time of the order will govern the business relationship between hafesan HandelsgesmbH., Gewerbesiedlung 3, 9130 Pubersorf, Austria, and the customer. We will not recognise any different terms laid down by the purchaser unless we have explicitly agreed to them in writing.

### Article 2: Placing an order

If you place an order with us, we will send you an email confirming that we have received your order and setting out the order details. This order confirmation represents the acceptance of your offer by hafesan.

We do not offer any products for purchase by minors. Our products for children can also only be ordered by adults.

### Article 3: Withdrawal - Cancellation

You have the right to withdraw from the contract by way of an unequivocal statement (e.g. letter sent by post, email, fax) within 14 days after receipt of the goods. You must send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicated your withdrawal from the contract. You will have to bear the cost of returning the goods. We will not accept any returned goods where delivery costs have to be paid on arrival.

There is no right of withdrawal from the contract if the product has already been opened.

### Article 4: Delivery, delivery costs and cash on delivery charges

Unless otherwise agreed, delivery from the warehouse will be to the delivery address supplied by you. Information on delivery times is non-binding (dispatch will usually be within 2 working days). Delivery will be via parcel service or post.

For deliveries within Austria the following delivery charges apply:

Order value*	Delivery charges
up to EUR 50	EUR 4
over EUR 50	EUR 0



*Ihrer Gesundheit zuliebe!*



For deliveries to other countries the following delivery charges apply:

<b>Order value*</b>	<b>Delivery charges</b>
up to EUR 50	EUR 8
EUR 50.01 to EUR 100	EUR 4
over EUR 100	EUR 0

\*Order value is the value of the product ordered with no additional charges added

For cash on delivery EUR 3.50 will be charged as the cash on delivery fee in addition to the delivery costs set out above within Austria.

#### **Article 5: Due date, payment and delay**

You can pay the purchase price using the following payment methods:

- by credit card,
- by PayPal,
- by direct debit (requires an Austrian, German or Dutch bank account),
- by your debit card (cash card),
- by SOFORT banking,
- by cash in advance,
- by cash on delivery (for Austria), or
- by payment against invoice for Austria, Germany and Switzerland.

In the case of late payment we are entitled to charge interest at a rate of 8 percentage points above the base rate per annum published by the European Central Bank, legal costs and reminder and collection fees. Should we incur verifiably higher late payment expenses we are entitled to invoice you for them.

#### **Payment against invoice**

In partnership with Paymorrow we offer you 'Payment against Invoice'. Please note that 'Payment against invoice' is only available for Austria, Germany and Switzerland and that payment always has to be made to Paymorrow.

The payment deadline is 21 days after the invoice date. The invoice will be issued when the goods are shipped and sent together with the goods delivered. You will receive bank details for transferring your invoice by email from Paymorrow after the order has been placed.



## **Article 6: Offsetting, Retention**

Your right to offset shall apply only if your counterclaim has been legally established in court or recognised by us. Furthermore, you only have the right to exercise a right of retention in so far as your counterclaim is based on the same contractual relationship.

## **Article 7: Reservation of title**

Delivered goods remain our property until the price has been fully paid.

## **Article 8: Liability for defects**

Should a purchased product be defective you are entitled to rectification (remedying of the defect or a replacement delivery). Should the rectification fail, you can withdraw from the contract if the defect is significant, reduce the purchase price or make a compensation claim.

Unless stated otherwise below, all further claims by you, regardless of their legal basis, will be rejected. We will not be liable for any damage that does not pertain directly and physically to the item supplied and specifically not for any lost profits or other financial losses. Where we do not accept liability or liability is restricted, this also applies to the personal liability of staff, representatives and agents.

The limitation of liability set out above does not apply if the damage is caused by intent, gross negligence or in the case of personal injury. Likewise it does not apply if you make a claim for product liability under the Consumer Protection Act.

Where we negligently fail to carry out a significant contractual duty, our liability for compensation for physical damage is limited to the typically occurring physical damage.

Should rectification be effected via a replacement delivery, you must send back the first delivery to us within 30 days. If we have not received the goods within this timescale, we are entitled to invoice you for the replacement product and take the amount from the payment channel used for the initial payment.

The limitation period is 24 months from the time of delivery.

## **Article 9: Collection, processing and use of customer personal details**

Please note that user IP data collected using cookies and the information you give us or input through our website will be retained to facilitate the ordering process and for completing the transaction.



Data is processed on the basis of the legal provisions under Article 96 Austrian Telecommunications Act (öTKG) and under Article 8 Austrian Data Protection Act (öDSG).

Information we receive from you helps us to tailor and constantly improve your shopping experience with us. We use this information for processing orders, delivering goods and providing services and for managing payment (also for the necessary checks for purchases against invoice). We also use your information to communicate with you about orders, products, services and marketing offers and to update our records and to maintain and service your customer account with us and to recommend products or services which might interest you. We also use your information to improve our online shop, prevent any misuse of our website or to uncover one or to allow a third party to conduct technical, logistical or other services (e.g. processing of payments, delivery of packages and letters etc.) on our behalf.

#### **Article 10: Governing law and jurisdiction**

Unless otherwise stipulated in relation to consumer protection standards, Austrian law will apply to the exclusion of the UN CISG (= United Nations Convention on Contracts for the International Sale of Goods). Klagenfurt, Austria will be the place of jurisdiction.