

## **Business terms and conditions**

for the online shop of Atelier Walter Oczlon, Hauptstraße 34, 5600 St. Johann im Pongau, Austria.

### **1. Area of validity**

For the business relationship between the online shop operated by Atelier Walter Oczlon and the buyer of goods (hereafter: customer), the following business terms and conditions apply in the version valid at the time of the respective order.

### **2. Contract conclusion**

2.1 The presentation of goods on the Internet is not a binding offer, but only a proposal for submission of an offer to Atelier Walter Oczlon. The customer only enters into a binding offer after ordering the goods and after Atelier Walter Oczlon electronically confirms receipt. This acknowledgement of receipt does not constitute acceptance of the contract. The contract comes into being upon acceptance of the order by Atelier Walter Oczlon, and in fact upon sending of the ordered goods.

### **2.2 The language of the contract is German.**

2.3 Atelier Walter Oczlon can refuse acceptance of the order without giving the reasons and has the right to withdraw from the contract in case of typing, printing or calculation errors.

### **3. Cancellation**

3.1 Customers who are consumers as defined by the Consumer Protection Law can cancel their contract in writing or by returning the goods within 14 days. It is sufficient if notice of cancellation is sent within this period without giving any reasons.

3.2 The consumer's right to cancel does not apply if the ordered goods are made according to the customer's specifications or if they are specifically tailored to the customer's personal needs.

3.3 In the event the customer cancels, the goods must be returned to Atelier Walter Oczlon unopened, unused, undamaged and not dirty.

3.4 In case the customer withdraws from the contract within the 14-day period, the customer must return the goods – regardless of their value – to Atelier Walter Oczlon at his own cost.

The cancellation notice and returned goods must be addressed to

Atelier Walter Oczlon

Hauptstraße 34

5600 St. Johann

AUSTRIA

Ph.: 0043 (0) 6412/8416

Fax: 0043 (0) 6412/8416-16

atelier@oczlon.at

3.5 After the returned goods arrive at Atelier Walter Oczlon, the already paid purchase price will be reimbursed, less the shipping costs listed on the invoice. In the event of identifiable signs of use, damaged packages, missing parts or accessories or unpaid fees for returning the goods, an appropriate fee will be charged for use and/or loss in value and for any necessary freight or storage costs.

#### **4. Title retention**

4.1 Until full payment of the purchase price, including any extra charges, the goods remain the property of Atelier Walter Oczlon.

#### **5. Prices, payment conditions**

5.1 The prices at the time of the order apply. All prices are in Euro (€) including the legal Value Added Tax and shipping (see Item 6). In case of multiple delivery contracts, Atelier Walter Oczlon has the right to charge for any excess amount due to an increase in Value Added Tax that takes place after conclusion of the contract.

5.2 Orders made and deliveries requested in EU countries and countries outside the EU will only be processed upon advance payment; this does not apply to Austria and Germany.

5.4 To safeguard against any credit risk, in individual cases certain payment methods can be excluded and certain deliveries made only for advance payment.

#### **6. Shipping costs**

6.1 Delivery and shipping costs include costs for packaging and shipping and vary depending on the recipient country. Please see the current shipping costs in the order process section.

#### **7. Delivery**

7.1 Delivery of goods normally takes place within 7 business days of the customer making the order, but within 30 days of the order date in any case.

7.2 Delivery takes place at the expense and risk of the customer. Claims for damages on account of late deliveries or cancellation of contract are excluded in every case.

The risk of loss or deterioration is transferred to the customer when Atelier Oczlon sends the goods (upon handover to the delivery or transportation facility).

7.3 Delivery takes place to the address specified by the customer. Customers must bear any costs that arise in case they give incorrect, incomplete or unclear information.

#### **8. Warranty/liability**

8.1 If, according to these conditions or mandatory law, Atelier Walter Oczlon becomes responsible, it shall only be liable for financial and property damage in case of intentional or gross negligence.

#### **9. Data privacy**

9.1 Personal data of customers are only collected, processed and used within the framework of the legal regulations on data privacy, as long as the data are required to create or modify the contractual relationship. The data solely serve to process transactions with customers and

for accounting and customer records. Although the data the customer transmit to Atelier Walter Oczlon are electronically saved for these purposes, they are not passed on to any third parties. If the customer is a consumer, upon request at any time and at no charge Atelier Oczlon will give the information about the saved data to the customer and, at the customer's request, delete, correct or block the data from being used for the purpose of advertising or marketing.

## **10. Copyright**

10.1. All photographic, graphic and design services are protected by copyright.

10.2. The basis of the contract is Austrian copyright law.

## **11. Final provisions**

11.1. The law of the Republic of Austria applies. Application of the UN Convention on Contracts for the International Sale of Goods of April 11, 1988 is excluded.

11.2. Amendments or additions to these business terms and conditions must be done in writing. This also applies to revoking this written form requirement.

11.3. The sole place of jurisdiction is Salzburg, as long as the customer is an entrepreneur as defined by the

Commercial Code (UGB) or a corporation under public law. The same applies if the entrepreneur does not have any general jurisdiction domestically or moves abroad after concluding the contract or if the residence is not known at the time a legal action is filed.

11.4. If any of these contract conditions are invalid or contradict legal regulations, this shall not affect the remainder of the contract.

As of: March 12, 2012