

AGB Austro Diesel GmbH – General Terms and Conditions for Online Sales Web Store B2C

1. Scope

1.1 Identity of the seller

The website <https://shop.austrodiesel.at> (hereinafter referred to as '**the Web Store**') is a website of Austro Diesel GmbH (hereinafter referred as '**Austro Diesel**'), a limited liability company under Austrian law, with the business address at Concorde Business Park 3/2, 2320 Schwechat, registered in the commercial register of the District Court of Korneuburg under the number FN 240246 d with the VAT no. ATU57353900.

1.2 Identity of the purchaser

'Purchaser' refers to any person who buys Austro Diesel products in the Web Store, provided that they are end-consumers within the meaning of the *Konsumentenschutzgesetz* (KSchG) [Federal Act on the Protection against Unfair Dismissal] who reside in Austria. Therefore:

- By accepting these General Terms and Conditions, the Purchaser represents and warrants that the purchase of Austro Diesel products in the Web Store is not related to any business activity and is intended for private use only.
- The Purchaser assures that the products purchased through the Web Store will not be resold or distributed in any other manner. Failure to comply with this provision may result in civil liability.

1.3 General Terms and Conditions for the Web Store

These General Terms and Conditions are intended to govern the conditions and procedures for online sales of Austro Diesel products through the Web Store. The Purchaser can print or save these GTC.

By ticking the box next to the text "I have read and agree with the General Terms and Conditions", the Purchaser acknowledges that he/she has read and accepts the GTC.

Austro Diesel reserves the right to amend these General Terms and Conditions at any time without notice, with effect for future purchases. In that case, the terms and conditions applicable to a particular purchase are always the ones the Purchaser has agreed to when placing his/her order.

1.4 Product information

Prior to placing an order, the Purchaser may become familiar with the key characteristics and prices of the products he/she wishes to order by reading the description next to each product.

Austro Diesel reserves the right to add new products, remove products, change their packaging, delivery form or price at any time. The applicable information is

the data about the products and prices relating to the respective purchase, which are currently displayed in the Web Store, on which the Purchaser confirms the order with an obligation to pay.

1.5 Customer Service

For any information, questions or advice on the order or the products, please contact Austro-Diesel's Customer Service:

- via phone +43 (0)1/70 120-338 during the following hours: Monday to Thursday from 8:00 a.m. to 4:45 p.m. and on Friday from 8:00 am to 2 p.m.
- via e-mail: hedwig.neumann@austrodiesel.at
- by regular mail to the following address:

Austro Diesel GmbH
Business Concorde Park 3/2
2320 Schwechat
Austria

2. Ordering procedure

2.1 Placing an order on the Web Store

- 1) The Purchaser selects the product(s) of his/her choice and adds it/them under the heading 'Shopping Cart'. He/she can check the details of the planned purchase and change them at any time.
- 2) The Purchaser must then validate his/her details, billing and shipping address, and the selected payment method.
- 3) Once the purchaser has confirmed his/her order by clicking on the 'Confirm your payment' icon, the Purchaser is considered to have finally confirmed the contents and conditions of the order, the prices, characteristics, quantities and delivery deadlines for the ordered products. The order then becomes binding at this point. The Purchaser's order is an offer, which is accepted by sending a confirmation from Austro Diesel (see 2.2).

2.2 Order confirmation

After the order is placed, Austro Diesel will send the Purchaser an e-mail summarising the terms and conditions of the order. By sending the confirmation, the order will be accepted by Austro Diesel and a purchase contract will then come into effect. The customer will then be notified as soon as the products have been shipped.

2.3 Order cancellation

Austro Diesel reserves the right, where there is a good cause, to cancel orders, in particular:

- where the order has been placed by a person engaged in entrepreneurial activities, the order is unusual in nature (such as more than 4 products with the same reference number) is repeated at an unusually high level of frequency,
- where the Purchaser has provided incomplete or inaccurate information;
- where the Purchaser is in default with its payment of the total or partial amount.

The Purchaser may cancel his/her order by exercising his/her right of withdrawal under the conditions stipulated in clause 6 (Right of Cancellation).

3. Prices

The sale prices of Austro Diesel products are quoted gross in euros with a 20% VAT included. **These exclude delivery charges and must be borne by the Purchaser.**

3.1 Payment for Austro Diesel products can be made using Visa or Mastercard or cash on delivery. Austro Diesel will not charge the Purchaser's credit card until the order is confirmed.

3.2 When paying by credit card, the Purchaser must state the number of his/her credit card, its VALID THRU date and the security code (three-digit number on the back of his/her card).

3.3 The entire transaction shall be effected in encrypted mode.

4. Delivery and shipping

4.1 Delivery procedures

The Austro Diesel products shall only be delivered to the Purchaser's address in Austria.

4.2 Delivery times

The delivery time of the Austro Diesel products will depend on the option selected by the Purchaser when placing the order.

In any event, delivery shall take place within thirty (30) days of order, unless it is affected by events beyond Austro Diesel's control or strikes that result in the shipping or postal service delays.

If the goods are returned to Austro Diesel because the Purchaser has not accepted the delivery of the products, the amount of the order will be refunded minus shipping costs.

4.3 Verification of the order on receipt

Without prejudice to the statutory warranty, the Purchaser is advised to check the condition of the packaging immediately upon delivery and to notify the deliverer of his/her concerns. It is also recommended to check that the delivery complies with the order and notify Austro Diesel's Customer Service Team as soon as possible of any discrepancies or defective products.

5. Retention of title

The products shall remain the property of Austro Diesel until the order has been paid in full.

6. Right of Cancellation

6.1 *Right of cancellation*

The Purchaser is entitled to cancel his/her order and withdraw from the contract, without having to state any reasons, within the time period of fourteen (14) days of the date of receipt of his/her order. If that fourteen (14) day period expires on a Saturday, a Sunday or a public holiday, the deadline will be extended until the following business day. In order to ensure compliance with the cancellation period, the posting of the statement in due time will suffice.

In order to exercise this right, the Purchaser shall notify Austro Diesel of his/her desire to cancel the contract by sending an explicit statement of his/her decision to do so (e.g., via a letter sent by post, fax or e-mail) or verbally (e.g., by telephone). To do so, you may, but are not required to, use the enclosed sample form. . Should you choose to use this option, we will immediately send you an acknowledgment of receipt of the cancellation (e.g., by email). In order to observe the cancellation deadline, you only need to send in the notification that you are exercising your cancellation rights before the end of the cancellation period.

6.2 *Return of products*

Where the Purchaser exercises his/her right to cancel, he/she must return the cancelled products, as well as other related objects, to Austro Diesel within fourteen (14) days of the date of cancellation. The products should be returned complete and in good condition, where possible in the original packaging. All returns should be sent to the following address: Business Concorde Park 3/2, 2320 Schwechat. Please make sure you enclose your cancellation request.

6.3 *Refund policy*

Austro Diesel will refund to the Purchaser the amount paid for the cancelled products together with the standard delivery charges within a maximum period of 14 days following the qualitative and quantitative verification of the returned products.

The costs incurred for the return shall be borne by the Purchaser.

Products which have not been accepted will be returned to the Purchaser with the shipping costs paid by the same, and the return will not be accepted.

7. Statutory Warranty

7.1 The Purchaser may enjoy the following warranty benefits:

- the statutory warranty for defects according to Art. 922 ff. ABGB (Austrian General Civil Code), which stipulates that the Purchaser must claim product defects within two years after delivery.

7.2 In order to exercise this right, the Purchaser should contact the Customer Service. The 2-year warranty period shall exclusively be interrupted by a lawsuit, which is why this is not interrupted by the assertion of claims to the Customer Service.

8. Limitation of liability

8.1 Pursuant to Art. 6 para 1 (9) of the *Konsumentenschutzgesetz* (KSchG) [Federal Act on the Protection against Unfair Dismissal] , Austro Diesel is not liable for slight negligence if losses or damages arise due to the fraudulent manipulation of a third party and which have led to a change in the information available on the Web Store, as well as in the event of force majeure.

8.2 If, however, Austro Diesel is held liable for any damage suffered by the Purchaser as a result of Austro Diesel's failure to perform its services properly, the liability will be limited to the order amount the Purchaser has paid to Austro Diesel, if Austro Diesel can only be accused of slight negligence.

8.3 Liability under *Produkthaftungsgesetz* (PHG) [Federal Product Liability Act] shall remain unaffected.

9. Miscellaneous

9.1 The fact that Austro Diesel does not enforce any provision of these General Terms and Conditions against the Purchaser does not in any way mean that Austro Diesel has refrained from applying the provision.

9.2 Should a provision of these General Terms and Conditions become ineffective, either in whole or in part, the remaining provisions and rights and obligations arising from these General Terms and Conditions shall remain unchanged and applicable.

10. Personal data

10.1 Personal information provided by the Purchaser will be processed by Austro Diesel to manage the customer's account, send e-mails, manage, record and monitor orders, including deliveries and invoices. Personal data (details about the data used can be accessed at the following link: <https://www.austrodiesel.at/metanavigation/datenschutzerklaerung/>) can be used by Austro Diesel in order to fulfil the contract.

Information regarding your rights under the Data Protection Act can also be found in the [Privacy Policy](https://www.austrodiesel.at/metanavigation/datenschutzerklaerung/) <https://www.austrodiesel.at/metanavigation/datenschutzerklaerung/>.

10.2 After the order is placed, Austro Diesel will send the Purchaser an e-mail summarising the terms and conditions of the order. By sending the confirmation, the order will be accepted by Austro Diesel and a purchase contract will then come into effect.

11. Intellectual property and industrial property rights

11.1 The Web Store and all products are the exclusive property of Austro Diesel. No part of the Web Store may be distributed, modified, transferred or reproduced in any way whatsoever. Hyperlinks may only be embedded on the Web Store after prior written consent of Austro Diesel.

12. Applicable Law

12.1 These General Terms and Conditions shall be subject to, governed by and construed in accordance with the Austrian laws, to the exclusion of its conflict of laws provisions.

Schwechat, 11 July 2018