

Terms and Conditions

§ 1 Applicability, supplier

- (1) For the course of business of Gertraut Lackner KG, Badergäßchen 2, A-5020 Salzburg, registered under the commercial register number 220188 g of LG Salzburg (federal district court Salzburg), Tel: +43 (0)662/842385, Fax: +43 (0)662/84238522, E-Mail: office@woodart.at (hereafter referred to as Lackner KG, seller, we or us) the following terms shall apply to all orders, especially via web shop.
- (2) The products on offer are destined exclusively to buyers over 18 years of age.
- (3) Our deliveries, services and offers are carried out solely according to these general Terms and Conditions. We disagree inclusion of General Terms and Conditions of a contract partner that contradict our Terms and Conditions.
- (4) Contract languages are German and English.
- (5) You can download our up-to-date Terms and Conditions from our website www.woodart.at/agb_en and print them out any time.

§ 2 Conclusion of Contract

- (1) The presentation of goods in our web-shop is no binding offer for contract conclusion. It is a nonbinding invitation to order goods in our web shop.
- (2) Through clicking the button "order/liable to pay" you make a binding purchase offer.
- (3) After receipt of the buying offer you will receive an automatically generated email, through which we confirm that we have received your order (confirmation of receipt). This confirmation of receipt is not an acceptance of your buying offer yet. A contract is not yet concluded through the confirmation of receipt.
- (4) A contract concerning the product is only concluded when we declare explicitly to accept your offer or the product is sent to you without a prior declaration of acceptance.
- (5) An order can only be made if all required fields marked by an asterisk (*) in the order form are filled in. If any information is missing or we cannot comply with your order for any other reason, the client will receive a notice of error. Before final dispatch of the order the client has the possibility to change their order. Supporting detail information will be provided to the client during the ordering process.

§ 3 Prices

- (1) All prices are gross prices. They include all taxes, incl. VAT and fees, but no dispatch costs. The shipping costs within Europe are free of charge. Outside Europe the shipping costs are 25,00 EUR excl. VAT. From a total of 500,00 EUR excl. VAT we deliver free of shipping costs worldwide.
- (2) In case of dispatch to a non EEA-country the client has to pay all import and export fees including all dues, fees and taxes.

§ 4 Terms of payment, delay

- (1) Payment can be made through: PayPal, credit card or immediate bank transfer.
- (2) In case of payment through credit card the purchase price is reserved on your credit card (authorization) at the time of your order. The actual charge of your credit card account takes place when we send the goods to you.
- (3) In case of immediate bank transfer you might have to carry the costs incurring after a chargeback of a payment transaction in case of lack of sufficient funds or due to incorrectly submitted bank account information.
- (4) Should you be in default with a payment due you will have to pay statutory default interest (according to § 1000 ABGB) of 4 % above the base lending rate. For any written reminder that is sent to you after the begin of delay, a reminder fee of € 2,50 is due insofar as no higher or lower loss is proved.

§ 5 Set-off/Right of retention

- (1) You only have a right of set-off if your counterclaim has become final or at least is not contested by us; or it has been acknowledged by us or the claims are in a close reciprocal relation.
- (2) You can only exercise a right of retention insofar as your counterclaim is based on the same contractual relation or legal basis.

§ 6 Delivery, reservation of ownership

- (1) Unless otherwise agreed, delivery of our goods is made to the address you have given.
- (2) Goods shall remain our property until the full payment of the purchase price.

§ 7 Return delivery, Right of revocation for consumers

- (1) The immediate costs for returning the goods have to be carried by the client.
- (2) You only have to pay for a loss in value if this loss cannot be ascribed to a use that was not necessary for examination of quality, conditions and functionality of the good.

Right of revocation for consumers / revocation instruction

- (1) The right of revocation is only for consumers and does not apply to contracts with businesses.
- (2) You have the right to revoke this contract within 14 days without giving any reason.
- (3) The withdrawal period is of 14 days from the day when you or a third person named by you, and which is not the transporter, has taken over the goods. To exercise your right of revocation you have to inform us

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Address: Badergäßchen 2, 5020 Salzburg, AUSTRIA

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with an explicit declaration (e.g. letter via post or e-mail) about your decision to revoke this contract. You can use the sample enclosed but you are not bound to this form. To preserve the time limit of revocation it is sufficient to send the declaration before the withdrawal period ends.

(4) Consequences of withdrawal:

If you revoke this contract we are obliged to send all payments received including costs for delivery (excluding additional costs resulting from the fact that you have chosen a different way of delivery than the cheapest standard delivery) without delay and within 14 days the latest after the day we have received your written withdrawal notice. For this repayment we use the same matter of payment that you have used for your initial payment, unless otherwise agreed; in no case you will be charged with extra fees for this refund.

(5) We can refuse repayment until we get the goods back or until you have proved that you have sent the goods to us, whichever the earlier.

(6) You have to send or hand over the goods to us without delay but within 14 days after you have informed us of the revocation of this contract. The period is maintained if you send the goods before the expiry of the 14 days period.

(7) You have to carry the costs for the return delivery.

(8) Sample-revocation form

If you want to revoke the contract, please fill out the form with the following text and send it back to

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End of revocation instruction

(9) Please avoid damages and contamination. Send the goods back to us if possible in original packaging with all accessories and all elements of packaging. Where possible use additional protective repackaging. In default of original packaging please use suitable packaging to protect reasonably against transport damage in order to avoid claims for damages occurring because of a lack of suitable packaging.

(10) Please be aware that modalities mentioned in 9 are no precondition to exercise the right of revocation.

§ 8 Transport damages

(1) If goods with obvious transport damages are delivered to you reclaim it with the transporter and get in touch with us as soon as possible.

(2) If you fail to reclaim or to get in touch with us this has no influence on your guarantee. But it helps us bringing forward our own claims against the transporter or its insurance respectively.

§ 9 Guarantee

The legal provisions about warranties apply. In case of delivery of movable goods the period of guarantee is of 2 years after taking of delivery of the goods.

§ 10 Liability

Claims for damages in cases of slight negligence are excluded. This does not apply to personal damage or damages to goods that were taken over for processing as well as product liability.

§ 11 promotional vouchers

Promotional vouchers (vouchers that cannot be acquired by purchase but are handed over due to a promotional campaign with a fixed limit of validity) are only valid for our web shop for the indicated period of time and only one voucher can be redeemed for one order transaction. For redeeming the price of the goods has to be at least of equal value of the promotional voucher. Combination with other vouchers or further promotional vouchers is not possible, as well as cash disbursement or refunding are excluded insofar as no return service has been rendered. Passing on vouchers to third parties and publications thereof are forbidden. In case you use a promotion voucher for your purchase, we reserve the right to charge the original price of the good if – because of your withdrawal – the total equivalent of your order is below the value of the promotional voucher.

§ 12 final clauses

(1) Should one clause of these terms and conditions be or become totally or partially invalid or not executable, other clauses of these terms and conditions shall not be affected.

(2) Changes or amendments of a contract require the written form. This also applies to changes of the requirement of the written form.

(3) This contract is subject to the laws of the republic of Austria, excluding UN commercial laws.

(4) For settlement of disputes arising from this contract with enterprises – including disputes about existence or

non-existence thereof – exclusive jurisdiction of the competent courts of Salzburg is stipulated.

(5) For consumers who have their residence or usual domicile or the place of employment in Austria, settlements of disputes arising out of this contract – including disputes about existence thereof – the court is competent at the place of the consumer's residence, usual domicile or place of employment. For consumers who don't have a residence in Austria the legal places of jurisdiction apply.

Gertraud Lackner KG

Status: October 2017

