

General Terms and Conditions DKT Hofburg Vienna (via UBW Unternehmensberatung Wagenhofer GmbH)

1. Scope of application

- (1) The order via www.dkt-hofburg-wien.eu is processed by UBW Unternehmensberatung Wagenhofer GmbH, Hermannsgasse 6/42, 1070 Vienna, Austria, subsequently "Seller".
- (2) The following terms and conditions underlie each contract between the seller and the customer.
- (3) The delivery is made exclusively on the basis of these terms and conditions.

2. Conclusion of contract

- (1) The ordering of the products or services on the Internet does not constitute a binding offer of the seller.
- (2) A contract is concluded only with written order confirmation or by delivery of the goods by the seller or by the beginning of the service.
- (3) The provider is not liable for errors in the system, fraud attempts or orders that were carried out against the will of the provider.
- (4) The provider is not obligated to fulfill the contract according to the order or electronic confirmation and can withdraw from the contract without stating any reasons - in particular in the case of illegal use of the ordering system.

3. Delivery conditions

- (1) Delivery is ex works (Austria).
- (2) If the seller incurs additional shipping costs due to an incorrect delivery address or a wrong addressee, these costs shall be reimbursed by the customer unless he is not responsible for the misstatement.

4. Terms of payment

- (1) The purchase price becomes due immediately upon conclusion of the contract. The customer has to pay all amounts without deduction with advance payment.
- (2) The invoice includes the purchase price and any shipping costs (according to the respective postal rate).
- (3) All prices are inclusive of statutory (if not stated otherwise: Austrian) VAT.
- (4) If the buyer is a company, a reverse charge invoice will be issued based on the UID number determined.

(5) The goods remain the property of the seller until full payment.

5. Warranty

(1) With regard to the warranty, the statutory provisions apply.

(2) The period of limitation for claims arising from the warranty for defects is 24 months and starts from the date of delivery. If the customer is an entrepreneur (§ 14 BGB), then the period is 12 months from delivery.

(3) For merchants the legal provisions, examination and complaint obligations according to the UGB apply.

(4) There is no warranty obligation or other guarantees for services. The services are provided to the best of our knowledge and belief, service failures (regardless of the originator) result in no claims for compensation. The offered range of services can be changed or discontinued at any time and regardless of the contract entered into by the provider, resulting in no claims for compensation.

6. Cancellation policy

Withdrawal

As a consumer within the meaning of the KSchG (Consumer Protection Act), you can cancel your contract within 14 days without giving reasons in writing (eg letter, e-mail) or by returning the goods. The period begins on the day after receipt of the delivery. To maintain the cancellation period, the timely dispatch of the revocation or the goods is sufficient. For services, the right of withdrawal ends at the beginning of the service (usually this corresponds to the time of payment). The revocation must be sent to the following address or e-mail address:

UBW Unternehmensberatung Wagenhofer GmbH
Hermannsgasse 6/42
1070 Vienna
Austria

Tel .: +43 676 3273024

gerald.wagenhofer@ubw-wagenhofer.at

Consequences of withdrawal

In the case of effective cancellation, the goods and services received on both sides are to be refunded and any benefits (such as lost interest) which may have been incurred must be surrendered. If you are unable to return the service in whole or in part or only in a deteriorated condition, you are obliged to pay compensation. This does not apply if the deterioration is due exclusively to an examination - as would be possible, for example, in a retail store. Incidentally, you can avoid the substitution of value by not using the thing as an owner and refraining from anything that affects its value. You have to bear

the costs of the return, if the delivered goods correspond to those ordered. In this case, consignments already completed shall be deemed to have been received and must be reimbursed by the purchaser (payment processing fees, packaging, shipping, COD charges, other charges).

7. Limitation of liability

(1) With the exception of injury to life, body and health and the breach of essential contractual obligations (cardinal obligations), the seller shall only be liable for damages that are attributable to intentional or grossly negligent conduct on the part of the seller. This also applies to indirect consequential damages, such as lost profits in particular.

(2) The liability is except for intentional or grossly negligent behavior or for damages resulting from injury to life, body and health and the breach of essential contractual obligations (cardinal obligations) to the typically foreseeable damage at the conclusion of the contract and otherwise the amount of the contract typical average damages limited. This also applies to indirect consequential damages, such as lost profits in particular.

(3) The limitation of liability of paragraphs 1 and 2 shall apply mutatis mutandis to the benefit of the employees and vicarious agents of the seller.

(4) Claims for liability under the Produkthaftungsgesetzes (Product Liability Act) remain unaffected.

(5) No liability is accepted for the use of services.

8. Final provisions

(1) These terms and conditions are subject to Austrian law, even if the shipment is made abroad. Place of performance and exclusive place of jurisdiction is the competent court for 1070 Vienna / Austria.

(2) Should individual provisions of these terms and conditions be ineffective or contradict the statutory provisions, this shall not affect the remainder of the contract. The ineffective provision shall be replaced by mutual agreement between the contracting parties by such provision, which comes closest to the economic purpose of the invalid provision in a legally effective manner. The above provision applies in case of loopholes accordingly.

Additional provisions

Information on trademark law can be found at www.piatnik.at.