

## **Web shop terms and conditions**

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### **§ 1 General**

(1) The following terms and conditions of the web shop of Schauraum für angewandte Kunst (SAK) apply in the version which is valid on the day an order is placed for the sale and delivery of goods from the web shop of Schauraum für angewandte Kunst. Any divergent agreements must be made in writing. When they place their order customers agree to be bound by these terms and conditions.

(2) If individual provisions of these terms and conditions are wholly or partly invalid because of the applicable statutory regulations, this will not affect the remaining provisions of these terms and conditions.

### **§ 2 Conclusion of contract**

(1) By clicking on the 'Send order' button the customer submits a binding offer to buy the goods in the shopping basket and accepts the terms and conditions.

(2) The contract comes into force when the order is accepted by SAK, either in the form of an order confirmation by post, fax or e-mail, or at the latest with delivery of the goods. The customer must fill in the fields of the order form and provide the relevant information accurately and in full.

(3) SAK reserves the right to change the content of what it offers at any time. All SAK offers are subject to confirmation and are to be understood as an invitation to the customer to make an offer.

### **§ 3 Rücktrittsrecht - „Geld zurück“ Garantie**

(1) Customers who are consumers within the meaning of the Consumer Protection Act, can cancel the purchase within 14 days from receipt of the goods without indicating a reason for the cancellation. It is sufficient if the written declaration of cancellation or the goods are sent off within the above period, without the indication of any reason for the cancellation or return (the date of the postal receipt is decisive).

(2) In the event of a cancellation the purchase price will be refunded in return for the return of the goods by the customer. The precondition is that the goods should be unused and in a condition which enables them to be resold. The cost of returning the goods will be at the expense of the customer.

(3) Articles which are damaged or affected by traces of use are excluded from return.

(4) 'Money back' guarantee: 14-day right of return for unused goods. In accordance with your wishes the purchase price will be refunded to you, or it can be offset against a replacement order.

### **§ 4 Prices**

(1) The prices indicated in the web shop are quoted in Euros and are gross prices (ex warehouse), including VAT but excluding shipping costs.

The prices remain valid until further notice.

(2) If export or import charges are incurred in the course of shipping, such charges will also be at the expense of the customer. The prices of the goods and services offered do not contain costs which are charged by third parties.

### **§ 5 Terms of delivery**

(1) Delivery shall be made by post. Normally the goods shall be handed to the postal service within 14 working days from the date of order. The exact delivery date will be indicated in the order confirmation.

(2) If the delivery period is longer than 14 working days, the customer has the right to withdraw from the contract. Any payments already made will be refunded without delay.

(3) If SAK is unable to accept an order, for example if the goods aren't available, the customer will be informed without delay.

(4) Delivery will be made to the address indicated by the customer. In the case of incorrect, incomplete or unclear information provided by the customer, the customer will be responsible for any resulting costs.

## **§ 6 Payment methods**

- (1) Payment in advance:  
you will receive a pro forma invoice. The goods will be shipped as soon as the full invoice amount is credited to the account of SAK.
- (2) COD payment: only possible in Austria.  
When the goods are delivered by the Postal Service the invoice amount is collected in cash.
- (3) Online payment by PayPal: The PayPal terms and conditions apply.

Bankverbindung:

Schauraum für angewandte Kunst, Siebensterngasse 33, 1070 Wien  
Account No.: 759 088 610, BLZ 12000, Bank Austria Wien  
IBAN: AT 27 12000 00759088610; BIC: BKAUATWW

## **§ 7 Defects**

- (1) If the parcel shows external damage when it is delivered, for purposes of a possible refund the customer should, together with the person making the delivery (postman), describe the defects in writing and make a check on the goods. Without a record of the damage confirmed by the carrier SAK will not be able to make a free replacement delivery or refund the value of the goods.
- (2) Defects must be reported in writing or by fax without delay and at the latest seven days after receipt of the goods.
- (3) In the event of a justified defect SAK will, at its own discretion, have the right to either remedy the defect or make a replacement delivery. If the attempt to remedy the defect is unsuccessful, or if SAK is not in a position to make a replacement delivery, the customer will have the right to demand a reduction in price or the nullification of the order.
- (3) SAK expressly points out that its goods are made by hand. As a result there may be deviations in size, shape, colour, design or the features of the material. These are an indication that the goods are unique in character and do not provide grounds for complaint.

## **§ 8 Reservation of ownership**

- (1) The goods remain the property of SAK until the purchase price has been paid in full.

## **§ 9 Data protection**

- (1) Customers provide their consent to the saving and processing of their data which appears in the contract for purposes of bookkeeping and customer documentation. The data will be used to meet statutory regulations and to implement the payment transaction. Customer data will not be passed on to third parties, unless this is absolutely necessary for the implementation of the contract.
- (2) Customers provide their consent to being informed by email about the SAK products and services. This consent can be withdrawn by the customer at any time.

## **§ 10 Jurisdiction and applicable law**

- (1) The place of jurisdiction and fulfilment is Vienna.
- (2) This contract is subject to Austrian law. The contractual language is German.