

# General Terms and Conditions

## § 1. Scope of Application

The business relationship entered into by and between Hamlitsch GmbH & Co KG, FN 144266g, Wirtschaftspark 28, 8530 Deutschlandsberg, Austria, hereinafter referred to as Hamlitsch, and the customer shall be governed exclusively by the following General Terms and Conditions in their respective valid version at the point of time and date of the order.

## § 2. Conclusion of the Contract, Placing of the Order

The presentation of the goods in the online shop shall not constitute a legally binding offer. Before the order process is completed, the customer receives an overview of the selected goods, the customer data as well as information on the shipping and payment methods allowing the customer to review all entered data. By clicking the button „order at cost/at your expenses” the customer submits a binding offer towards Hamlitsch for the conclusion of a purchase contract with a view to the goods contained in the shopping cart. After submission of the order, the customer shall receive an order confirmation which shall, however, not constitute an acceptance of the order. The purchase contract shall only become effective upon dispatch of the ordered goods.

Orders may be viewed by the customer in the respective account section.

In cooperation with [Klarna Bank AB \(publ\)](#), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment methods. Payment is to be made to Klarna.

- Direct bank transfer: Available in Germany and Austria. Your account will be debited directly after placement of your order.
- Direct Debit: Your account will be debited after shipment of the goods or tickets/ availability date of the service or in case of a subscription in accordance with the timelines communicated. You will be notified about the date(s) by email.
- Card Payments: Available in Germany and Austria. The amount will be reserved on your card and will be debited after shipment of the goods.

The payment methods direct debit is only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check.

General information about Klarna and the user terms per country can be found on [klarna.com](https://klarna.com). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in [Klarnas privacy statement](#).

### **§ 3. Price, Due Date**

All prices of the goods include the respective valid VAT of the Republic of Austria. Any other costs, e.g. charges for shipping and packaging, are not included in the prices of the goods and will be indicated separately. The prices valid on the day of the order date shall be deemed to apply respectively.

The purchase price shall become due and payable upon order of the goods; only in case of collection of the items by the customer shall the purchase price become due upon collection. The payment shall only be deemed to have been affected, when Hamlitsch can dispose over the amount.

### **§ 4. Retention of Title, Set-Off, Withholding**

The goods delivered shall remain the property of Hamlitsch until full payment of the purchase price is made including any costs which need to be borne by the customer.

The customer shall only be entitled to a right of set-off, if his or her counter-claims have been legally established or have not been contested by Hamlitsch. The customer shall only insofar be entitled to a right of withholding as his or her claim is based on the same contractual relationship.

### **§ 5. Warranty**

The warranty period for defects shall be two years. In case of a defect, the customer may demand the remedying of the defect or the replacement of a faulty item. Hamlitsch shall be entitled to refuse the type of warranty chosen by the customer, if the performance of such option is impossible or involves a disproportionately high expenditure or effort. Should both the remedying and the replacement of the item be impossible or constitute for Hamlitsch a disproportionately high effort and expenditure, then the customer shall be entitled to a right of price reduction or may, if the defect is not of a minor nature, exercise his or her right of repudiation.

The warranty claims shall be asserted towards:

Hamlitsch GmbH & Co KG  
Wirtschaftspark 28, 8530 Deutschlandsberg, Austria  
Fax: +43 3462 2386 - 23  
Email: [kuerbiskernoel@hamlitsch.at](mailto:kuerbiskernoel@hamlitsch.at)

## **§ 6. Alternative dispute resolution**

Consumers can submit complaints to the EU's online dispute resolution platform: <https://ec.europa.eu/odr>.

In the event of a customer complaint, please contact us directly at the following e-mail address: [kuerbiskernoel@hamlitsch.at](mailto:kuerbiskernoel@hamlitsch.at)

## **§ 7. Final Provisions**

Any amendments to and supplements of this Agreement shall be made in writing to be deemed valid, the same shall also apply to any waiving of the requirement of written form. Oral side-agreements shall be deemed to be invalid and the contracting parties acknowledge that no oral side-agreements have been entered into by and between them.

Should individual or several provisions of this Agreement be or become ineffective, this shall not affect the effectiveness or validity of the remaining provisions of this Agreement. The contracting parties undertake to replace the ineffective provision by such valid provision which reflects the intended purpose of the ineffective provision as much as possible.

These Terms and Conditions shall be governed exclusively by Austrian law excluding the United Nations Convention on Contracts for the International Sale of Goods (UNCISG). The legal venue shall be deemed to be the court competent as regards the subject matter in Leibnitz.

For consumers residing in EU member states other than Austria shall apply the national legislation of the respective member state excluding the United Nations Convention on Contracts for the International Sale of Goods (UNCISG).