

General terms and conditions of business of the ÖBB-Werbung GmbH Fan Shop (subsequently referred to as the “ÖBB Fan Shop”) operated by WERTPRÄSENT GmbH (subsequently referred to as “TCB ÖBB Fan Shop”).

It is explicitly highlighted that an order leads directly to a binding purchase agreement between WERTPRÄSENT GmbH and the customer in accordance with these outlined terms and conditions of business.

Version: 08/2023

Operated by:

WERTPRÄSENT GmbH

Carl Auer-von-Welsbach-Straße 17

4614 Marchtrenk

E-mail: oebb-kundenservice@wertpraesent.com

FN 188571 k

Commercial registry court: Wels Commercial Court

VAT reg. no.: ATU74758826

Please send any questions, information or complaints concerning the ÖBB Fan Shop (<https://shop.oebb.at/de/>) to the below address:

WERTPRÄSENT GmbH

Carl Auer-von-Welsbach-Straße 17

4614 Marchtrenk

E-mail: webshopsupport@wertpraesent.com

Tel.:+43 7242 / 93 696 – 4360

+43 7242 / 93 696 – 4311

I. Scope

1.The TCB ÖBB Fan Shop valid on the day of the order apply to all legal transactions involving the purchase of goods from the ÖBB Fan Shop. Any opposing or other general terms and conditions of business and/or other conditions of the customer will be refused irrespective of their description unless agreed otherwise in writing by WERTPRÄSENT GmbH.

2. By placing an order the customer declares his agreement with these TCB ÖBB Fan Shop. These TCB ÖBB Fan Shop are available for the customer to save and print out.

3. The descriptions used in these TCB ÖBB Fan Shop incorporate men and women equally and all personal terms are to be understood as gender-neutral – applying to both male and female.

II. Contract completion

1. WERTPRÄSENT GmbH reserves the right to continuously amend the service offer content. Minor deviations (e.g., colour, size) of the goods depicted on the website may occur for technical reasons and cannot be ruled out. 2. An order occurs when the customer clicks the order button and this represents a binding offer of a purchase agreement completion involving the ordered goods which comes into effect once the required details for payment completion have been provided. The customer must provide the correct details and will receive an electronic order confirmation for each online order from the ÖBB Fan Shop. This confirmation does not represent the acceptance of the customer’s purchase offer but serves only as documentation of ÖBB-Werbung GmbH’s receipt of the order.

3. The purchase agreement becomes effective when WERTPRÄSENT GmbH sends out the ordered goods upon receipt of payment of the customer or accepts the order with order confirmation by e-mail within seven days of the order being received by WERTPRÄSENT GmbH. WERTPRÄSENT GmbH is entitled but not obliged to accept the customer’s purchase offer. A valid order only exists with the correct and complete customer details.

4. For online orders, customers must be a minimum age of 18 years. By placing an order, the customer confirms that he is aged 18 or above.

III. Contract language

1. The contract language is German. All information, customer service and complaints processing is in German.

IV. Prices

1. The purchase price stated in the ÖBB Fan Shop applies as the price for the ordered goods.
2. All prices are gross and include VAT unless stated otherwise but exclude all delivery costs. The customer must pay for any export or import charges which may be due during delivery.
3. Currently valid postage and delivery costs are stated in the ÖBB Fan Shop.
4. VAT will not be charged for sales to customers outside the EU although the respective national import charges must be taken into consideration. Sales to business persons within the EU will not, upon presentation of proof of VAT reg. no, be subject to Austrian VAT although VAT must be paid in the business person's home country.

V. Payment terms/title retention

1. The purchase price is due upon contract completion. Settlement and payment of the goods occurs in euros and is made in advance during the online order process by credit card or bank transfer in the payment system (online banking) unless agreed otherwise in writing.

2. The delivered goods remain the property of the respective owner until the full payment of the purchase price has been made. **VI. General terms of delivery**

1. Delivery is usually within one week of the customer placing the order. In some cases, this period may be exceeded if, for example, particular reasons hinder a timely delivery (e.g. obtaining the products from abroad). The customer will be informed of any such delays by a separate e-mail.
2. The place of fulfilment of all transactions is the business headquarters of WERTPRÄSENT GmbH. The goods are delivered from the warehouse to the address given by the customer and using the standard delivery methods. Any costs which occur due to incorrect or incomplete customer details must be assumed by the customer.
3. WERTPRÄSENT GmbH does not assume any responsibility for delivery-related hindrances on the part of the suppliers.
4. If an order cannot be accepted due to the goods not being available or if delivery is not possible due to circumstances which are not the fault of WERTPRÄSENT GmbH, the customer will be informed of this immediately. Any payment already made will be reimbursed to the bank account of the customer that has been communicated immediately and at the latest within 14 days of notification of the delivery not being possible.

VII. Cancellation rights for consumers in long-distance transactions

1. Customers who are consumers in the sense of the Consumer Protection Act (CPA) are entitled to withdraw from the purchase agreement if this was completed solely through one or more long distance communication means (post, internet, telephone) without stating a reason. The withdrawal period is 14 calendar days and commences on the day the consumer has the goods or, in the case of several partial deliveries, on the day the customer has received the final partial delivery. The withdrawal from the agreement is deemed as being made within the given period if the customer sends his notification of withdrawal on the last day of the withdrawal period.

2. In this case, the buyer is obliged to inform WERTPRÄSENT GmbH of the withdrawal by means of a clear notification (e.g. post or e-mail). The consumer may use the enclosed sample withdrawal form (cancellation form). If the goods have already been received these must be immediately returned to WERTPRÄSENT GmbH to the address below stating the customer's bank details and the costs associated with the delivery to be assumed:

WERTPRÄSENT GmbH Carl Auer-von-Welsbach-Straße 17 4614 Marchtrenk

3. If the goods have been used (damage or impairment of goods) WERTPRÄSENT GmbH is, as seller, entitled to demand compensation for the deterioration of the market value of the goods if this is the result of handling other than what was necessary to ascertain the nature, properties or functioning of the goods. The receipt of the goods and their inspection to the usual extent alone does not represent a deterioration of value.

4. Upon receipt of the goods WERTPRÄSENT GmbH is obliged to immediately reimburse the payment made by the customer to the bank account that has been communicated and no later than 14 days after receiving the notification of withdrawal.

WERTPRÄSENT GmbH is entitled to refuse the refund until the goods have been properly received or proof of return of the goods has been provided.

5. There is no right of withdrawal in the case of customised goods or goods clearly made according to personal requirements, goods which are provided sealed and which cannot be returned for health or hygiene related reasons if the seal has been removed after delivery, sound or video recordings (e.g. CDs, DVDs video cassettes) or computer software which is supplied in a sealed packaging and where the seal has been removed after delivery as well as newspapers, magazines and illustrated publications with the exception of subscription contracts concerning the delivery of such publications.

VIII. Warranty

1. If the delivered goods exhibit defects, warranty is in accordance with the legal terms of the warranty right. For moveable items the warranty period is two years from the delivery of the goods. This also applies to new items labelled as B-goods with consideration of Point 6 of this provision.

2. The customer must inform WERTPRÄSENT GmbH in writing and with presentation of the invoice of any obvious defects within 14 days of receipt of the goods. The defective goods must be returned immediately to WERTPRÄSENT GmbH to the address below:

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3. WERTPRÄSENT GmbH is primarily entitled to improve or exchange the goods. The customer is only entitled to request a price reduction or redhibition if a repair or exchange is not possible or associated with disproportionately high costs for the customer or WERTPRÄSENT GmbH does not fulfil the repair or exchange within an appropriate period or not at all. The right to redhibition is excluded in the case of minimal defects as well as with material deviations as is customary in trade or technically unavoidable in the quality, colour, size, finishing or design of the goods.

4. Warranty will not be assumed for defects or damages resulting from incorrect use, operation and storage, negligent or incorrect care and maintenance or over-use or incorrect repairs.

5. WERTPRÄSENT GmbH does not assume any warranty obligation going beyond the legal warranty unless there is a warranty declaration going beyond this with individual goods. 6. B-goods / defective goods B-goods are, for example, items which have minimal visual or technical faults or which originate from returns or the original packaging is missing or damaged. Defects in items which led to these items being labelled as B-goods or reduced in price / which were stated in the description in the ÖBB Fan Shop are excluded from the warranty right in accordance with Point 1 of this provision or claim in accordance with Points 2 and 3 of this provision. The right to cancellation, in accordance with provision VII, of a customer, a consumer in the sense of the Consumer Protection Act (CPA), remains unaffected by this.

IX. Compensation

1. WERTPRÄSENT GmbH only assumes liable in the case of intent or gross negligence although this limitation of liability does not apply to personal damages.

2. Compensation for consequential damages, other indirect damages and loss or loss of earnings is excluded (unless intentional).

X. Data protection and processing

1. WERTPRÄSENT GmbH processes the personal details provided by the customer during the order process for order completion and for the order duration i.e. for order processing, payment transaction and clarification of any queries which may occur during the order as well as for the fulfilment of legal requirements.

2. If the customer has given permission for receiving newsletters, he will regularly receive this newsletter by e-mail. The customer may unsubscribe from this at any time at no additional charge using the link at the end of each newsletter.

XI. Applicable law and court

1. Solely Austrian law applies with the exemption of the UN sales law.

2. Sole place of jurisdiction for all disputes arising from the agreement is the competent court in Wels. If the customer is a consumer in the sense of the Consumer Protection Act (CPA) and lives or is employed inland, the competence of the courts is based in the judicial district of the place of residence or employment of the customer.

XII. Miscellaneous

1. If individual provisions of these TCB ÖBB Fan Shop are or become wholly or partially ineffective it will not affect the remaining provisions. In this case the invalid provision will be replaced by one which comes closest to the original in meaning and intention of the contract partners.
2. Any agreements which deviate from these TCB ÖBB Fan Shop only apply if agreed between WERTPRÄSENT GmbH and the customer in writing.