

General Terms and Conditions for the Web-Shop of ÖBB-Werbung GmbH

It is expressly pointed out that the order leads directly to a binding purchase contract on behalf of ÖBB Werbung GmbH between WERTPRÄSENT GmbH and the customer according to the General Terms and Conditions recorded herein.

Issue: 03/2021

Operator:

WERTPRÄSENT GmbH

Carl Auer-von-Welsbach-Straße 17

4614 Marchtrenk

E-Mail: oebb-kundenservice@wertpraesent.com

FN 188571 k

Commercial Register Court: Commercial Court of Wels

UID-Nr.: ATU74758826

Questions, information, information or complaints about the ÖBB-Webshop (www.shop.oebb.at) should be sent to the following addresses:

WERTPRÄSENT GmbH

Carl Auer-von-Welsbach-Straße 17

4614 Marchtrenk

E-mail: oebb-kundenservice@wertpraesent.com

I. Scope of Application

1. The following "General Terms and Conditions for the Web-Shop of ÖBB-Werbung GmbH - operated by WERTPRÄSENT GmbH" (in short: GTC Web-Shop) apply to all legal transactions concerning the purchase of goods in the Web-Shop of ÖBB-Werbung GmbH - operated by WERTPRÄSENT GmbH in the version valid on the day of the order. Any conflicting or other general terms and conditions and/or other terms and conditions of the customer are expressly rejected, regardless of their designation, unless WERTPRÄSENT GmbH expressly agrees to their validity in writing.
2. By submitting his order, the customer expressly agrees to these GTC. These GTC Web-Shop are available for the user to save and print.
3. The designations used in these AGB Web-Shop cover women and men equally. All personal terms are to be read accordingly gender-neutrally, thus female and male.

II. Conclusion of Contract

1. WERTPRÄSENT GmbH reserves the right to continuously change the content of the respective service offer. Minor deviations (e.g. color, size) of the goods displayed on the website are due to technical reasons and cannot be excluded.
2. The order of the customer is made by clicking the order button and represents a binding offer to conclude a purchase contract for the ordered goods, which becomes effective with the disclosure of all necessary and required data for payment processing. The customer is obliged to provide the data correctly. For each online order via the web store, the customer receives an electronic order confirmation, which does not yet represent an acceptance of the customer's purchase offer, but merely documents that the order has been received by ÖBB-Werbung GmbH.
3. The purchase contract is concluded when WERTPRÄSENT GmbH either ships the ordered goods after payment has been made or explicitly accepts the order by

sending an order confirmation by fax or e-mail within 7 days after receipt of the order by WERTPRÄSENT GmbH. WERTPRÄSENT GmbH is entitled, but not obligated, to accept the customer's purchase offer. An effective order exists only if the customer data is complete and correct.

4. A minimum age of 18 years applies to online orders. With the order, the customer confirms that he has already reached the age of 18.

III. Contract Language

1. The contract language is German. All information, customer service and complaint handling will be provided in German throughout.

IV. Prices

1. The purchase price for the ordered goods is considered as agreed upon, which is stated in the web store of WERTPRÄSENT GmbH.
2. Unless otherwise stated, all prices are gross prices including the statutory value added tax, but excluding all costs incurred in connection with the shipment. Should any export or import duties become due in the course of shipment, these shall also be borne by the customer.
3. The respective valid postage/shipping costs are available in the webshop.
4. Sales to customers outside the EU are not subject to sales tax, but the respective national import duties must be taken into account. In the case of sales to entrepreneurs within the EU, no Austrian sales tax is due upon proof of the UID, but the entrepreneurs must pay the sales tax in their home country.

V. Terms of Payment/Retention of Title

1. The purchase price is due for payment upon conclusion of the contract. The invoicing and payment of the ordered goods shall be made in EURO and shall generally be made in advance in the course of the online ordering process by credit card or bank transfer in the payment system (online banking), unless otherwise agreed in writing.
2. The delivered goods remain the property of WERTPRÄSENT GmbH until the purchase price has been paid in full.

VI. General Terms and Conditions of Delivery

1. The delivery shall be carried out without delay within one week of the customer's order. In individual cases, the delivery period may be exceeded if special reasons prevent timely execution (e.g. procurement from abroad). In this case the customer will be informed by separate email.
2. Place of performance for all transactions is the company headquarters of WERTPRÄSENT GmbH in Wels. The delivery of the goods will be made from the warehouse to the delivery address specified by the customer using customary shipping methods. In case of incorrect or incomplete information provided by the customer, the customer shall bear the resulting costs.
3. WERTPRÄSENT GmbH does not bear any responsibility in the event of delivery obstacles in the area of suppliers.

4. If an order cannot be accepted due to the unavailability of the goods, or if the delivery becomes impossible due to circumstances for which WERTPRÄSENT GmbH is not responsible, the customer will be notified immediately. Payments already made will be refunded immediately, but in any case within 14 days from the date of notification of the impossibility of delivery to the bank account provided by the customer.

VII. Right of Withdrawal for Consumers in Distance Selling Transactions

1. Customers who are consumers within the meaning of the Consumer Protection Act (KSchG) have the right to withdraw from the purchase contract without stating reasons if the contract was concluded using exclusively one or more means of distance communication (mail, Internet, telephone, fax). The withdrawal period is fourteen calendar days, and begins on the day on which the consumer obtains possession of the goods or, in the case of delivery of the goods in several partial shipments, on the day on which the consumer obtains possession of the last partial shipment. The withdrawal is considered timely if the customer sends his notice of withdrawal on the last day of the deadline.
2. In this case the consumer is obliged to inform WERTPRÄSENT GmbH about the withdrawal by means of a clear declaration (e.g. mail, fax, e-mail). The consumer can use the sample withdrawal form provided in the appendix (withdrawal form). If the goods have already been received, they must be returned immediately to WERTPRÄSENT GmbH at the following address, stating his bank details, and the costs and shipping charges actually incurred in returning the goods must be borne by the consumer:

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

3. If the goods have been used (impairment or damage to the goods), WERTPRÄSENT GmbH as the seller is entitled to claim compensation for a reduction in the market value of the goods if this loss in value is due to an extent of contact with the goods that is not necessary for the examination of the condition, properties and functioning of the goods. The mere acceptance of the goods and their examination to the usual extent does not constitute a reduction in value.
4. WERTPRÄSENT GmbH undertakes to refund the payment already made by the consumer immediately after receipt of the goods, in any case within 14 days from receipt of the declaration of withdrawal, to the bank account previously disclosed by the customer. ÖBB-Werbung GmbH is entitled to refuse the repayment until the goods are duly received or proof of the return of the goods is provided.
5. A right of withdrawal does not exist for goods that are manufactured according to customer specifications or clearly tailored to personal needs, for goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that their seal has been removed after delivery, for audio or video recordings (e.g. CD's, DVD's, etc.). e.g. CD's, DVD's, videocassettes) or computer software that are delivered in a sealed package, provided that their seal has been removed after delivery, as well as for newspapers, journals and magazines with the exception of subscription contracts for the delivery of such publications.

VIII. Warranty

1. If the delivered goods are defective, the warranty shall be provided in accordance with the statutory provisions of warranty law. The warranty period for movable goods is two years from delivery of the goods.
2. The customer has to claim obvious defects in writing within 14 days after receipt of the goods by presenting the invoice to WERTPRÄSENT GmbH and has to return the defective goods immediately to WERTPRÄSENT GmbH at the following address: WERTPRÄSENT GmbH Carl Auer-von-Welsbach-Straße 17 4614 Marchtrenk
3. WERTPRÄSENT GmbH is primarily entitled to improve or exchange the goods. Only if improvement or replacement is impossible, would involve a disproportionately high effort for the customer, or if WERTPRÄSENT GmbH does not carry out the improvement or replacement or does not do so within a reasonable period of time, the customer is entitled to demand a price reduction or cancellation (complete annulment of the contract). In the case of only minor defects as well as in the case of customary or technically unavoidable deviations in the quality, color, size, equipment or design of the goods due to the material, the right to rescission is excluded.
4. No warranty is given for defects or damages resulting from improper use, operation and storage, negligent or faulty care and maintenance, overuse or improper repair. 5. WERTPRÄSENT GmbH does not assume any warranty obligation beyond the legal warranty, unless a warranty declaration exceeding this is made for individual goods.

IX. Compensation for Damages

1. WERTPRÄSENT GmbH is liable for damages only in the case of intent or gross negligence; in the case of personal injury, this limitation of liability does not apply.
2. Compensation for consequential damages, other indirect damages and losses or loss of profit is excluded against companies (except in the case of intent).

X. Data protection and processing

1. WERTPRÄSENT GmbH processes the personal data provided by you during the ordering process for the purpose and for the duration of the contract processing, i.e. for the order processing, for the handling of payment transactions and for the clarification of questions within the scope of your order as well as for the fulfillment of legal requirements.
2. If you have given us your express consent to receive a newsletter, you will receive the requested newsletter regularly by email. You can unsubscribe from the newsletter at any time without any problems and free of charge. There is a corresponding link at the end of each newsletter.

XI. Applicable law, place of jurisdiction

1. Austrian law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. The exclusive place of jurisdiction for all disputes in connection with and arising from the contract is the competent court in Wels. If the customer is a consumer within the meaning of the Consumer Protection Act (KSchG) and has his domicile or habitual residence in Austria or is employed in Austria, the jurisdiction of the court in whose

district the domicile, habitual residence or place of employment of the customer is located shall be deemed to be established.

XII. Miscellaneous

1. Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the remaining provisions of these General Terms and Conditions shall remain in effect unchanged. In this case, the invalid provision shall be replaced by a valid provision that comes closest to the original purpose of the invalid provision as well as to the intention of the contracting parties to be determined according to generally applicable rules of contract interpretation.
2. Agreements deviating from these General Terms and Conditions are only valid if they have been expressly agreed upon in writing between WERTPRÄSENT GmbH and the customer.

Appendix 1: Sample cancellation form ÖBB-Webshop