

# **AGB Austro Diesel GmbH – General Terms and Conditions for Online Sales Web Store B2C**

## **1. Scope**

### **1.1 Identity of the seller**

The website <https://shop.austrodiesel.at> (hereinafter referred to as '**the Web Store**') is a website of Austro Diesel GmbH (hereinafter referred to as '**Austro Diesel**'), which is a limited liability company under Austrian law, with the business address at Concorde Business Park 3/2, 2320 Schwechat, Austria, registered in the commercial register of the District Court of Korneuburg under the number FN 240246 d with the VAT no. ATU57353900.

### **1.2 Identity of the purchaser**

'Purchaser' refers to any person who buys Austro Diesel products in the Web Store, provided they are end-consumers within the meaning of the Konsumentenschutzgesetz (KSchG) [Consumer Protection Act] and reside in Austria. Therefore:

- By accepting these General Terms and Conditions for the Web Store, the Purchaser represents and warrants that the purchase of Austro Diesel products in the Web Store is not related to any business activity and is intended for private use only.
- The Purchaser assures that the products purchased through the Web Store will not be resold or distributed in any other manner. Failure to comply with this provision may result in civil liability.

### **1.3 General Terms and Conditions for the Web Store**

These General Terms and Conditions for the Web Store are intended to govern the conditions and procedures for online sales of Austro Diesel products through the Web Store. The Purchaser can print or save these GTC.

By ticking the box next to the text 'I have read and agree with the General Terms and Conditions', the Purchaser acknowledges that he/she has read and accepts the GTC.

Austro Diesel reserves the right to amend these General Terms and Conditions for the Web Store at any time without notice, with effect for future purchases. In this case, the terms and conditions applicable to a particular purchase are always the ones the Purchaser has agreed to when placing his/her order.

### **1.4 Product information**

Prior to placing an order, the Purchaser can become familiar with the key characteristics and prices of the products he/she wishes to order by reading the description next to each product.

Austro Diesel reserves the right to add new products, remove products and change product packaging or prices at any time. The applicable information in each case is the information on the products and prices relating to the respective purchase that is displayed in the Web Store when the Purchaser confirms the order with an obligation to pay.

## **1.5 Customer Service**

For information and questions on orders and products, or to provide feedback, please contact Austro Diesel Customer Service:

- Phone: +43 1 70 120-338 – during the following hours: Monday to Thursday from 8:00 am to 4:45 pm and on Friday from 8:00 am to 2 pm
- Via e-mail to: [fan-shop@austrodiesel.at](mailto:fan-shop@austrodiesel.at)
- By regular mail to the following address:

Austro Diesel GmbH  
Business Concorde Park 3/2  
2320 Schwechat  
Austria

## **2. Ordering procedure**

### **2.1 Placing an order in the Web Store**

- 1) The Purchaser selects the product(s) of his/her choice and adds it/them to the 'Shopping Cart'. The Purchaser can check the details of the planned purchase and change them at any time.
- 2) The Purchaser must then confirm his/her details, billing and shipping address and the selected payment method.
- 3) Once the purchaser has confirmed his/her order by clicking on the 'Complete purchase now' button, the Purchaser is considered to have irrevocably confirmed the contents and conditions of the order, as well as the prices, characteristics, quality, quantities and delivery deadlines for the products ordered. The order is then binding for the Purchaser. The Purchaser's order is an offer to Austro Diesel, which then accepts it by sending a confirmation (see 2.2).

### **2.2 Order confirmation**

After an order is placed, Austro Diesel will send the Purchaser a confirmation e-mail summarising the complete contents of the order, including the terms and conditions for the order. By sending the confirmation, Austro Diesel accepts the order and a purchase contract then goes into effect. The customer will then be notified as soon as the products have been shipped.

## 2.3 Order cancellation

Austro Diesel reserves the right, where there is good cause, to cancel orders, in particular:

- if the order has been placed by a person engaged in entrepreneurial activities, if the order is unusual in nature (e.g. more than 4 products with the same reference number) or if the order is repeated at an unusually high level of frequency;
- if the Purchaser has provided incomplete or inaccurate information;
- if the Purchaser is in default with his/her payment of the total or partial amount.

The Purchaser may cancel his/her order by exercising his/her right of withdrawal under the conditions stipulated in Section 7 (Right of cancellation).

## 3. Prices

The prices of Austro Diesel products are quoted gross in euros, with 20% VAT included. **Prices do not include delivery charges, which must be borne by the Purchaser.**

**3.1** Payment for Austro Diesel products can only be made using Visa or Mastercard or cash on delivery. Austro Diesel will not charge the Purchaser's credit card until the order is confirmed and the purchase contract goes into effect. Austro Diesel reserves the right to refuse to accept certain forms of payment in certain situations if the amount of the order exceeds a certain level or if the Purchaser's creditworthiness should justify such a refusal. The individual steps and payment options are described during the ordering procedure. Credit card payments are processed directly in the Web Store – i.e. customers are not redirected to an external website or platform.

**3.2** When paying by credit card, the Purchaser must provide the number of his/her credit card, its VALID THRU date and the security code (three-digit number on the back of the card).

**3.3** The entire transaction is executed with SSL encryption.

## 4. Shipping and delivery

### 4.1 Delivery procedure

Deliveries will only be made to/in Austria, the Czech Republic, Slovakia, Hungary, Slovenia, Serbia, Croatia, North Macedonia, Montenegro, Kosovo and Romania. For deliveries to EU Member States other than those mentioned above, please contact us via e-mail.

## **4.2 Delivery times**

The delivery time for Austro Diesel products will depend on the shipping option selected by the Purchaser when placing the order.

In any event, delivery shall be made within thirty (30) days of the order confirmation, unless shipment is affected by events beyond Austro Diesel's control (force majeure) or strikes at shipping companies or the postal service.

If items are returned to Austro Diesel because the Purchaser has not accepted the delivery of the products, the amount of the order will be refunded to the Purchaser, minus shipping costs.

## **4.3 Assumption of delivery risks**

When deliveries are shipped, the risk of loss of or damage to goods shall not be transferred to the consumer (Purchaser) until the goods are delivered to the Purchaser or to a third party other than the carrier (and chosen by the Purchaser). If, however, the Purchaser has concluded a contract of carriage for the delivery rather than utilising a delivery option proposed by Austro Diesel, the risk of loss of or damage to goods shall be transferred to the Purchaser as soon as the goods are handed over to the carrier selected by the Purchaser.

## **4.4 Inspection of the order upon receipt**

Notwithstanding the statutory warranty, the Purchaser is advised to check the condition of packaging immediately upon delivery and to notify the deliverer (carrier) of any concerns. It is also recommended that the Purchaser check to ensure that the delivery corresponds to the order and then notify Austro Diesel Customer Service as soon as possible if any discrepancies or defective products are discovered.

## **5. Retention of title**

All products shall remain the property of Austro Diesel until the order has been paid in full.

## **6. Right of cancellation**

### **6.1 Information on exercising the right of cancellation of a purchase contract covering the delivery of one or more items in a single shipment**

You have the right to cancel a purchase contract within 14 days without having to provide any reason. The cancellation deadline is 14 days after the day you or a third party other than the carrier that has been chosen by you take possession of the goods.

In order to exercise your right of cancellation, you must notify us (Austro Diesel GmbH, Business Concorde Park 3/2, 2320 Schwechat, Austria; tel.: +43 1 70 120 338, e-mail: fan-shop@austrodiesel.at) by sending us an explicit statement of your decision to

cancel the purchase contract (e.g. in a letter sent by regular mail or e-mail). You may, but are not required to, use the sample cancellation form you received for this.

In order to meet the cancellation deadline, your notification that you are exercising your cancellation right only needs to be sent out before the deadline expires.

### **6.1.1 Effects of cancellation**

If you cancel a purchase contract, we shall be obligated to immediately, or at the latest 14 days after the day we receive your notice of cancellation, reimburse you for all payments we have received from you, including delivery costs (except for additional costs in the event you selected a different delivery option than the least expensive standard option that we offered you). We shall reimburse you using the same payment method that you utilised for the original transaction, unless another form of reimbursement was expressly agreed upon with you; in any case, no fees will be charged to you for such reimbursement.

We may withhold reimbursement until we have received the goods again or until you present proof that you have shipped the goods back to us (whichever occurs first).

If you cancel the purchase contract, you must return / hand over to us the associated products no later than 14 days after the day you notify us of your intention to cancel the contract. The products should be returned in their original packaging and in good condition, to the extent that this is possible. Please make sure to include the cancellation form in your return shipment.

The deadline is considered to have been met if you send the goods before the 14-day cancellation period has expired.

You are responsible for the direct costs associated with returning the goods.

You shall only be required to pay for any loss of value of goods if such loss was caused by any handling or use of the goods that was not necessary for evaluating the condition, characteristics and proper functioning of the goods. Returned products that have not been accepted by Austro Diesel will be returned to the Purchaser with the shipping costs paid by the same, and the return itself will not be accepted.

### **6.2 Information on exercising the right of cancellation of a purchase contract covering the delivery of multiple items in partial shipments that are part of a single order**

You have the right to cancel a purchase contract within 14 days without having to provide any reason. The cancellation deadline is 14 days after the day you or a third party other than the carrier that has been chosen by you take possession of the last item of the delivery.

In order to exercise your right of cancellation, you must notify us (Austro Diesel GmbH, Business Concorde Park 3/2, 2320 Schwechat, Austria; tel.: +43 1 70 120 338, e-mail: fan-shop@austrodiesel.at) by sending us an explicit statement of your decision to cancel the purchase contract (e.g. in a letter sent by regular mail or e-mail). You may, but are not required to, use the sample cancellation form you received for this.

In order to meet the cancellation deadline, your notification that you are exercising your cancellation right only needs to be sent out before the deadline expires.

### **6.2.1 Effects of cancellation**

If you cancel a purchase contract, we shall be obligated to immediately, or at the latest 14 days after the day we receive your notice of cancellation, reimburse you for all payments we have received from you, including delivery costs (except for additional costs in the event you selected a different delivery option than the least expensive standard option that we offered you). We shall reimburse you using the same payment method that you utilised for the original transaction, unless another form of reimbursement was expressly agreed upon with you; in any case, no fees will be charged to you for such reimbursement.

We may withhold reimbursement until we have received the goods again or until you present proof that you have shipped the goods back to us (whichever occurs first).

If you cancel the purchase contract, you must return / hand over to us the associated products no later than 14 days after the day you notify us of your intention to cancel the contract. The products should be returned in their original packaging and in good condition, to the extent that this is possible. Please make sure to include the cancellation form in your return shipment.

The deadline is considered to have been met if you send the goods before the 14-day cancellation period has expired.

You are responsible for the direct costs associated with returning the goods.

You shall only be required to pay for any loss of value of goods if such loss was caused by any handling or use of the goods that was not necessary for evaluating the condition, characteristics and proper functioning of the goods. Returned goods that have not been accepted by Austro Diesel will be returned to the Purchaser with the shipping costs paid by the same, and the return itself will not be accepted.

## **7. Statutory warranty**

**7.1** The warranty is granted in accordance with statutory regulations. The Purchaser enjoys the following statutory warranty benefit:

- The statutory warranty for defects according to Art. 922 ff. ABGB (General Civil Code of Austria), which stipulates that the Purchaser must claim product defects within 24 months after delivery.

**7.2** In order to exercise this right, the Purchaser should contact Customer Service.

**7.3** If replacement or repair is not possible (due to excessively high costs, unreasonable circumstances, delayed claim), the Purchaser shall be entitled to a price reduction or, if the defect in question is not a minor defect, termination of the contract

(cancellation). Indemnity claims for damage and consequential damages, as well as other material/property damage, financial losses and claims from third parties against the customer, shall be excluded, unless the transaction in question is a consumer transaction.

## **8. Limitation of liability**

**8.1** Pursuant to Art. 6 para 1 (9) of the Konsumentenschutzgesetz (KSchG) [Consumer Protection Act], Austro Diesel is not liable for slight negligence if losses or damages arise due to the fraudulent manipulation of a third party and have led to a change in the information available at the Web Store, as well as in the event of force majeure.

**8.2** If, however, Austro Diesel is held liable for any damage suffered by the Purchaser as a result of Austro Diesel's failure to perform its services, or perform its services properly, the liability shall be limited to the amount the Purchaser has paid to Austro Diesel for the order in question, if Austro Diesel can only be accused of slight negligence.

**8.3** The liability of Austro Diesel under the Produkthaftungsgesetz (PHG) [Federal Product Liability Act] shall remain unaffected by this limitation of liability.

## **9. Miscellaneous**

**9.1** The fact that Austro Diesel might not enforce one or more provisions of these General Terms and Conditions for the Web Store against the Purchaser does not in any way mean that Austro Diesel has given up its right to apply the provision(s).

**9.2** Should a provision of these General Terms and Conditions for the Web Store become ineffective, either in whole or in part, the remaining provisions and rights and obligations arising from these General Terms and Conditions for the Web Store shall remain unchanged and applicable.

## **10. Personal data**

**10.1** Personal information that you provide will be processed by Austro Diesel to manage customer accounts, send e-mails and manage, record and monitor orders, including deliveries and invoices. Personal data (details about the data used can be accessed at the following link:

<https://www.austrodiesel.at/metanavigation/datenschutzerklaerung/>) can be used by Austro Diesel in order to fulfil its contracts.

Information regarding your rights under the Data Protection Act can also be found in the [Privacy Policy](https://www.austrodiesel.at/metanavigation/datenschutzerklaerung/) <https://www.austrodiesel.at/metanavigation/datenschutzerklaerung/>.

**10.2** After an order is placed, Austro Diesel will send the Purchaser a confirmation e-mail summarising the complete contents of the order, including the terms and conditions for the order. By sending the confirmation, Austro Diesel accepts the order and a purchase contract then goes into effect.

## **11. Intellectual property and industrial property rights**

**11.1** The Web Store and all products are the exclusive property of Austro Diesel. No part of the Web Store may be distributed, modified, transferred or reproduced in any way whatsoever. Hyperlinks may only be embedded in the Web Store or parts of it after prior written consent has been issued by Austro Diesel.

## **12. Language – Place of jurisdiction – Applicable law**

**12.1** The language for contracts, orders and business communication is German.

**12.2.** The contractual partners agree to the application of Austrian law. The place of jurisdiction is Wien-Innere Stadt (1st municipal district of Vienna). If the Purchaser is a consumer and has his/her domicile or common place of residence in Austria, or is employed in Austria, any legal action taken against the Purchaser may only be referred to the competent court of law having jurisdiction over the Purchaser's domicile, common place of residence or place of employment; this does not apply to any legal disputes that have already arisen.

Schwechat, 7 September 2022