

# TERMS AND CONDITIONS

Effective May 2018

## 1. Validity

The following Terms and Conditions (“T&C“ in short) are valid for all purchase contracts between POMBERGER Goisern GmbH and a consumer or company (“affiliate“ in short) in the version valid at the time of ordering.

## 2. Contract formation, saving of the contract text

**2.1.** The following rules about contract closing are valid for orders from our web shop on the websites [shop.pomberger.com](http://shop.pomberger.com) and [infocenter.pomberger.com](http://infocenter.pomberger.com).

**2.2.** In case of a contract closing the contract with POMBERGER Goisern GmbH is formed.

**2.3.** The presentation of goods on our web shop is not a legally binding contract offer, it is merely an informal appeal to the affiliate to order goods. Through ordering the chosen goods the affiliate forms a for him legally binding contract offer.

**2.4.** A legally binding contract offer is formed by the affiliate by completing the ordering process of our web shop.

Before sending a legally binding offer by confirming, the affiliate can use the “Back-Button“ of their browser to go back and correct possible errors in their order. They can also cancel the ordering process by closing their browser.

We confirm the arrival of the order immediately through an automated mail.

**2.5.** You can always check our T&C [here](#).

**2.6.** The purchase contract is formed by sending an order confirmation, at the latest at the time of shipping the ordered goods.

## 3. Prices, shipping costs, payment

**3.1.** The given prices are in EUR or USD (depending on the article details) and already include the VAT required by law, as well as any other price points. They do not include possible shipping costs nor any customs or import fees.

**3.2.** Should export, import or other extra fees arise during/because of the shipping process, they must be covered by the affiliate, unless it is clearly stated otherwise.

**3.3.** The affiliate can choose to pay via transfer or PayPal.

**3.4.** Unless stated otherwise, the payments are due immediately without deductions after receiving the goods. Payments only count as completed after arriving on our account.

#### **4. Delivery**

**4.1.** The transfer of the ordered goods happens regularly through shipping. Unless stated otherwise, the affiliate covers the shipping costs.

**4.2.** Unless stated otherwise in the product description, all offered articles are ready for shipping immediately. The goods are shipped within 7 working days. This deadline starts counting the day after the contract closing. Should the deadline be on a Saturday, Sunday or a holiday by law in the target country or region, the deadline ends on the following work day.

**4.3.** The affiliate will be informed about possible delays (e.g. when shipping is not possible within 7 working days).

**4.4.** The danger of possible destruction or random degradation of the sold goods is only transferred to the affiliate at the time of receiving the goods. If the affiliate is a company, this danger is already transferred at the time of showing readiness for shipping/delivering.

**4.5.** If the package is obviously damaged at the time of delivery, the affiliate must insist that this is acknowledged in writing by the carrier. The affiliate must inform us in written form (letter or e-mail) about any damage on the products within 3 working days.

#### **5. Reservation of ownership**

We reserve the ownership of all goods until a full payment of the purchase price has been completed.

#### **6. Cancellation right of the consumer**

If the affiliate is a consumer, they are entitled to a cancellation right.

### **Cancellation policy**

#### ***Cancellation right***

**You have the right to cancel this contract within 14 days without stating any**

reasons.

The cancellation deadline is 14 days after the day you or a named third person, who is not the carrier, has received the last shipment or piece.

To practice your cancellation right, you must inform us in a clear statement (letter, e-mail) about your decision to cancel this contract:

**POMBERGER Goisern GmbH**

**Au 131**

**4822 Bad Goisern am Hallstättersee**

**Email: [office@pomberger.com](mailto:office@pomberger.com)**

**Phone: +43 6135 7465**

**Fax: +43 06135 7465 20**

To fulfil the deadline, it is sufficient to send the statement before the end of the deadline.

#### ***Consequences of the cancellation***

When you cancel this contract, we must return all payments made by you, including shipping costs (not including additional costs that result by you choosing another delivery option other than the cheapest available standard delivery option) immediately, within 14 days at the latest, starting on the day we receive the statement about your cancellation. For this return payment we use the same payment method you used for the first transaction, unless another form of payment has been agreed upon. Under no circumstances do you have to carry additional charges for this transfer.

We may withhold the return payment, until we have received all goods, or until you have given us confirmation that the goods have been sent back to us, whatever comes first.

You must return the goods immediately, under all circumstances within 14 days, starting on the day you send us the information about the cancellation. The deadline is fulfilled if you send the goods within the deadline of 14 days.

**You carry the immediate costs of the return of the goods.**

**You only must come up for deterioration of the goods if it can be traced back to misuse or unnecessary use of the goods by you.**

## **End of the cancellation policy**

### **7. Exclusion of the cancellation right**

There is no cancellation right under these circumstances:

1. Goods that have been made to the specifications of a customer, or goods that have clearly been made for personal needs,
2. goods that can degrade quickly or whose expiration date is exceeded quickly,
3. goods that are delivered sealed and are not eligible for return for health- or hygienic reasons, assuming the seal has been broken after delivery.

### **8. Warranty and compensation for damages**

**8.1.** Any warranty claims are completely excluded, unless they are enforced through consumer protection.

**8.2.** We do not take the responsibility for damages, especially for indirect damages or profit loss (e.g. because of late or cancelled delivery), as well as warranty or product claims, unless enforced through consumer protection.

**8.3.** If we are required by law to cover damages, our liability is limited to intent and culpable negligence. Our liability is limited to the amount of the purchase contract. All further liability is excluded, unless enforced by consumer protection.

**8.4.** We do not take responsibility for actuality, accuracy, completeness and content of provided information.

**8.5.** The pictures included in the product description are only for demonstrative purposes. Because of the uniqueness of our products and the materials used deviation of colour and size may occur. This deviation does not give the affiliate the right to reclaim.

**8.6.** We do not take liability for delayed delivery, if it is caused by circumstances outside of our control (e.g. delayed manufacturing by the designer for personal pieces).

**8.7.** We do not take liability for allergies or intolerances of the affiliate or their customers to pieces of the raw materials used in our products. Allergies or intolerances do not give the right to reclaim.

## **9. Offsetting, retention**

Any offsetting of claims of the affiliate against our claims as well as a right of retention are excluded, unless it is enforced through consumer protection.

## **10. Applicable law, place of jurisdiction, place of fulfilment, written form**

**10.1.** Unless colliding with other mandatory laws, only Austrian law is applicable; application of the UN sale of goods law is excluded.

**10.2.** In case of disputes, the place of jurisdiction is the place of business of POMBERGER Goisern GmbH.

**10.3.** Place of fulfilment is the place of business of POMBERGER Goisern GmbH.

**10.4.** Changes and additions to this contract require a written form, this is also required for additional agreements and changes made after contract closing.

## **11. VIP**

The levels of our VIP-program as well as the VIP-levels of the JvG-Club are set by POMBERGER Goisern GmbH. There is no lawful claim to a certain level or its benefits.

## **12. Contract language**

The only available contract languages are German and English.

## **13. Escape clause**

If any point of these terms and conditions is not valid or becomes invalid, the validity of the other points remains untouched. The invalid point is replaced by the valid point that comes closest to the replaced point economically and lawfully.