

General terms and conditions

for goods and services in the online shop at <https://store.ingridauer.com/>

of Lichtpunkt & Ekonja-Verlag Ingrid Auer GmbH

represented by the managing director Ingrid Auer (self-employed)

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Sales tax identification number: ATU 62307257

Commercial register number: FN 273130m

Purpose of the company: trading in goods of all kinds, publishing

Member of the Austrian Chamber of Commerce

Ingrid Auer GmbH is also the service provider, media owner and publisher of the website at www.ingridauer.com

1. SCOPE

The following Terms and Conditions (Terms) apply to all orders placed via our online shop. These Terms also apply to businesses for future commercial relations without the need for any formal expression thereof. Unless expressly approved by us to the contrary, we cannot accept the contractual validity of any conflicting or complementary general terms and conditions used by any business.

2. CONTRACTUAL PARTNER, FORMATION OF CONTRACT, OPTIONS FOR CORRECTIONS

The contract is concluded with Lichtpunkt & Ekonja-Verlag Ingrid Auer GmbH.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

3. CONTRACT LANGUAGE, SAVING OF THE CONTRACT TEXT

The language available for concluding the contract: English

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. You may also view the text of the contract in our customer login area.

4. DELIVERY CONDITIONS

Delivery costs may apply to the product prices displayed. Further information on delivery costs, if applicable, are explained within individual product offers.

We only dispatch goods en route; pick up by the customer is not possible.

5. PAYMENT

The following payment methods are basically available in our online shop.

Advance payment

If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

Credit Card

With the submission of the order, you provide your credit card details. After your identification as the legal cardholder, the payment transaction is automatically carried out and charged to your card.

PayPal

During the ordering process you will be forwarded to PayPal's website. To pay the invoice amount via PayPal, you must be registered there or register first, identify yourself with your access data and confirm the payment instructions to us. After submitting your order in the shop we instruct PayPal to initiate the payment transaction. Directly afterwards, the payment transaction is carried out automatically by PayPal. You will receive additional information during the ordering process.

Unzer

Processing of credit card and ‚Sofort‘-payments (direct debit from your bank account)

6. RIGHT TO CANCEL

Consumers are entitled to the statutory right to cancel, as described in the instructions on the right to cancel. Businesses are not granted any voluntary right to cancel.

7. RETENTION OF TITLE

The goods shall remain our property until full payment is made.

For businesses, the following applies additionally: We reserve ownership of the goods until complete settlement of all claims arising from a current business relationship. You may resell reserved goods in ordinary business operations; you shall assign any claims arising from this resale – irrespective of connecting or mixing of the reserved goods with a new item - in the amount of the invoice amount to us in advance, and we accept this assignment. You remain authorised to collect the claims; however, we may likewise collect the claims ourselves, should you fail to fulfil your payment obligations.

8. DAMAGE DURING DELIVERY

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

9. WARRANTY AND GUARANTEES

We are under a legal duty to supply products that are in conformity with this contract. For consumers, statutory warranty rights governed by the law of the country where the consumer has his habitual residence apply. Information on any additional guarantees and their precise conditions that may apply

can be found next to the product and on specific information pages in the shop, if applicable. Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address given above. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

10. LIABILITY

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

11. CODE OF CONDUCT

We have submitted to the following codes of conduct:

- Trusted Shops Qualitätskriterien
- https://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf

12. ONLINE DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/> [<https://ec.europa.eu/consumers/odr/>]. Consumers have the possibility to use this platform for resolving their disputes. In order to settle disputes arising from a contractual relationship with a consumer or from whether such a contractual relationship exists at all, we are obliged to participate in dispute settlement proceedings before a consumer dispute resolution body. The competent body in this matter is: Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, www.universalschlichtungsstelle.de [<http://www.universalschlichtungsstelle.de>]. We will participate in a dispute settlement procedure before this authority.

13. FINAL PROVISIONS

If you are a business, Austrian law applies, to the exclusion of the UN Sales Convention.

If you are a "Kaufmann" within the meaning of the Austrian Commercial Code (HGB), public-law legal entity or special public-law fund, the exclusive legal jurisdiction for all disputes from contractual relationships between us and you is our registered office.