

# General Business Terms and Conditions

## § 1 Applicability

These General Business Terms and Conditions shall be the basis for all contracts made by the PURISME GmbH [Head Office Vienna, Austria] with users via the online sales channel of the PURISME GmbH. The customer's general business terms and conditions shall not apply, even if they have not been expressly refuted.

## § 2 Creation of contract of sale

Contracts shall be made only in German or English. The offering of products on the web pages of the PURISME GmbH shall not constitute a binding offer to make a contract; they shall merely invite the customer to make a binding declaration of what, if any, product he wishes to order. The customer's order shall constitute a binding offer to make a contract of sale for the goods that have been ordered. The contract shall come into existence when the PURISME GmbH accepts the order. In particular, the PURISME GmbH shall be entitled to check first whether it is possible to deliver the goods. The PURISME GmbH may express explicit acceptance in textual form, e.g. by sending a contract confirmation by e-mail, or implicitly through the fact that the PURISME GmbH has sent the goods for dispatch or begun performance of the service. A mere acknowledgement of receipt of the customer's order by the PURISME GmbH shall not constitute acceptance of that order. Once the contract has been made, the PURISME GmbH will not store it in a form that is accessible to the customer.

## § 3 Right of return

Users shall have a right of return in accordance with the following instructions:

You can send the items you have received back to us within two weeks of receipt without indicating a reason. This period starts with the receipt of this instruction in text form, but not prior to the receipt of the goods. You can send us written notification of a return, e.g. by letter, fax or e-mail requesting that we take goods back, but only for products that cannot be sent in package form [e.g. large, bulky items]. The timely posting of the products or return notification is sufficient to comply with this deadline. We assume the costs and risks for all returns sent. Returns or return notifications are to be sent to:

PURISME GmbH  
Industriezeile 36 / 1  
4020 Linz  
Austria

### Consequences of return

In the case of an effective return, both sides have to return the received benefits as well as any realized gains [e.g. advantages of use]. If the buyer cannot return the received items in the same condition in which they were received, he/she is responsible for compensating these damages. This does not apply if the reduction in value is the result of the sole examination of the item as would be possible in a retail shop. Buyers can also avoid claims for compensation by not handling the item as their own property and not doing anything to damage it or reduce its value. Obligations for payment are to be fulfilled within 30 days. This period begins for you with the posting of the returned item or return notification, for us upon receipt.

- End of the return policy -

## **§ 4 Prices and payment**

Prices and all elements included in the price, e.g. postage and packing, supplements or tax [hereinafter "payment"] for each order shall be displayed to the customer on the PURISME GmbH's web pages before the order is placed. Possible payment methods shall be displayed to the customer in the PURISME GmbH's online shop. If a credit card payment, credit transfer, or direct debit is unpaid, revoked, or returned, the bank charges thereby incurred by the the PURISME GmbH shall be payable by the customer.

## **§ 5 Delivery**

The PURISME GmbH shall make no delivery until payment has been received; it may take place in instalments as payments are received. The PURISME GmbH may, but shall not be obliged to, make partial deliveries if this is convenient for the customer.

## **§ 6 Liability for damages / warranties**

6.1. The following rules for the liability of the PURISME GmbH shall apply to all damages claims and potential liability irrespective of their legal basis [e.g. warranty, delay, impossibility, breach of duty, illicit conduct]. The rules in this clause shall not apply to claims

- for loss of life, personal injury or impaired health,
- for malicious concealment of a shortcoming or absence of a quality for which the PURISME GmbH has provided a guarantee,
- based on deliberate misconduct or gross negligence on the part the PURISME GmbH or its statutory representatives, or on a serious organisational fault, or
- based on product liability law.

These exceptions shall remain subject to statutory stipulations.

6.2. In case of lesser negligence the PURISME GmbH shall be liable only for breach of cardinal obligations. Cardinal obligations are essential contractual obligations, breach of which endangers the purpose of the contract, and compliance with which the contractual partner is normally entitled to expect. If a cardinal obligation is breached, the liability of the PURISME GmbH shall be limited to compensating the typical damage that was foreseeable by the PURISME GmbH when the contract was made. Otherwise the PURISME GmbH will accept no liability for lesser or simple negligence.

6.3. The liability of the PURISME GmbH for damage caused by gross negligence on the part of its agents shall be limited to compensating the typical damage that was foreseeable by the PURISME GmbH when the contract was made.

6.4. Otherwise the current statutory warranty claims and guarantees shall apply.

## **§ 7 Reservation of title**

Until full payment has been made, the goods shall remain the property of the PURISME GmbH. If payment is made by means of a payment order to a bank or financial institution, full payment shall not be deemed to have been made until an unconditional, non-returnable credit has been made into the account of the PURISME GmbH.

## **§ 8 Offsetting and retention rights**

The customer's right to offset shall apply only to undisputed or legally established receivables. The customer's right of retention shall be exercised only with regard to receivables arising from the same legal relationship.

## **§ 9 Applicable law**

The contract of sale shall be subject to Austrian law. UN sales contract law [the CISG] shall not apply.

- End of General Business Terms and Conditions