
GENERAL TERMS AND CONDITIONS of TECTAL GMBH

Version 5 | July 2021

1. Scope

The version of these General Terms and Conditions apply in their version valid at the time of the order for all purchase contracts between TECTAL GmbH (hereinafter referred to as "TECTAL") and an entrepreneur or consumer (hereinafter referred to as "Buyer" or "Customer").

2. Formation of a contact; Saving the contract text

2.1. The following regulations on contract conclusion apply to orders placed through our webshop on the website www.tectal.at.

2.2. If a contract is concluded, the contract is formed with TECTAL GmbH, Hainbuchstraße 26, 4431 Haidershofen, Austria.

2.3. Presenting the goods in our webshop does not constitute a legally binding contract offer on our part; it is only a non-binding invitation to the Customer to order goods. By ordering the selected goods, the Customer is making an offer to conclude a purchase contract that is binding. The Customer must be at least 18 years old.

2.4. The Customer makes a binding contract offer by successfully going through the ordering procedure provided in our webshop. Before sending the binding order (by clicking on "Buy now"), the Customer can click on the back-button to navigate to the website on which the information of the Customer is recorded and correct errors. The order process can be discontinued by closing the browser. We will confirm receipt of the order immediately by generating an automatic e-mail ("Confirmation of receipt").

2.5. You can view our General Terms and Conditions at any time under www.tectal.at. For security reasons, your order data will no longer be available on the internet; we will store them electronically.

2.6. The purchase contract is concluded when an order confirmation is transmitted, but at the latest with the delivery of the goods.

3. Prices, shipping, payment

3.1. The prices specified are in EURO, and include the applicable national value-added tax (VAT) and other price components. The prices do not include shipping costs, or custom or other import charges. These costs must be paid by the Customer. The shipping costs are specified in the context of order processing. The shipping service provider is chosen by the customer within the available options. For specific reasons TECTAL may change the shipping service provider.

3.2. The amount stated in the invoice is due immediately. The Buyer is obliged to pay the amount no later than 7 days after receiving the goods, unless a different payment term is stated on the invoice.

3.3. The following payment methods are accepted:

- Payment in advance by means of a bank transfer
- Credit card

The availability of each payment method is country specific and they are listed as such in the webshop.

4. Default; Contractual penalty

4.1. If the Buyer is in default with payments, he has to pay the default interest. The annual business rate of default interest is 9,2% above the base rate of the Austrian National Bank. For consumers, a default interest of 4% per annum applies.

4.2. In case of default, we are entitled to claim from the Buyer any damages that we incur as a result of the indebted default (particularly reminder fees and collection charges).

4.3. In case of a default of acceptance, we are entitled to deposit the goods at the Customer's expense and risk. With regard to entrepreneurs, we are also entitled to deposit the goods in a public storage facility or in any other secure manner. In this case, a contractual penalty of 20% of the invoice amount is agreed, regardless of fault. We reserve the right to claim any further damages; with regard to consumers only, if this has been negotiated individually.

5. Delivery

5.1. The ordered goods are delivered on the dispatch route, unless they are expressly made subject to a possibly required export licence. The Customer agrees to submit the declarations and documents required for performance of the contract (e.g. end-use statement, statement of acceptance, copy of ID, import certificate).

5.2. The Buyer shall bear the costs for shipping.

5.3. The Customer shall be informed of the estimated delivery date or shipping time during the order process. The goods shall be delivered at the agreed time or within the agreed deadline. Unless otherwise agreed, we deliver in the consumer business in any event within 30 days. If the delivery is delayed due to reasons beyond our control (e.g. due to production or specific permits required in the recipient country), we inform the Customer immediately after we become aware of the delay.

5.4. The risk of accidental loss or deterioration of the sold item is transferred to the entrepreneur as soon as we indicate that the item is in stock and ready to be shipped. To the consumer, the risk only transfers once the goods have been handed over to the consumer, or a third party it has designated (other than the carrier). If the consumers themselves have entered into the contract of carriage without using one of the choices that we have suggested, the risk shall be transferred when the goods are handed over to the carrier.

5.5. The Buyer is obligated to inform us immediately in writing (by letter or email) if a package has been damaged during delivery or if the ordered goods have not arrived at the Buyer.

6. Retention of title

6.1. We reserve the ownership of the goods until the purchase price and all associated costs and expenses have been paid in full. Passing on goods to third parties during existing retention of title is expressly prohibited.

6.2. If the Buyer is only partially in default of payment, we are entitled to collect the goods at any time at the Buyer's expense and without the Buyer's consent.

6.3. In the event of seizure or any other claims made by third parties, the Buyer is obligated to point out our ownership to the third party and to inform us thereof immediately.

7. Consumer's right of withdrawal

If the Buyer is a consumer, they are entitled to a right of withdrawal.

Cancellation policy:

You have the right to withdraw from this contract within fourteen days without providing grounds. The cancellation period is fourteen days from the day on which you or a third party you designate (other than the carrier) takes possession of the last partial shipment or the last piece.

To exercise your right of withdrawal, you must inform us,

TECTAL GmbH
Hainbuchstraße 26
4431 Haidershofen
Austria
office@tectal.at

using a clear declaration of your intention to cancel this contract (e.g. with a letter sent by post, or e-mail). You can use the attached sample cancellation form, but this is not mandatory. To comply with the cancellation period, it is sufficient if you send the notification about your intent to exercise your right of withdrawal before the cancellation period expires.

Consequences of withdrawal

If you withdraw from this contract, we shall refund all the payments we have received from you, including the delivery costs (except additional costs incurred because you chose another type of delivery than the most economical option we offered) immediately, but at the latest within fourteen days from the day on which we received your notification about your cancellation of this contract. For this refund, we will use the same method of payment that you used for the original transaction, unless something else has been expressly agreed with you; in no case you will be charged fees for this repayment.

We may refuse repayment until we have received the goods back or you have provided proof that you have returned them - whichever comes first.

You shall return or hand the goods over to us as soon as possible - within fourteen days in any case - starting from the day on which you notify us of the cancellation of this contract. This deadline is met, if you send us the goods before it expires. You shall bear the direct costs for returning the goods.

If the goods lose value, you shall be responsible only if this occurred because you handled them in a way that was unnecessary to inspect their quality, characteristics and functionality.

End of cancellation policy

Sample cancellation form

(If you wish to cancel the contract, please fill out this form and return it to us.)

To:

TECTAL GmbH
Hainbuchstraße 26, 4431 Haidershofen
Austria
office@tectal.at

I/we () hereby cancel the (*) contract I/we concluded regarding the purchase of the following goods (*) / rendering of the following services (*)*

Ordered on ()/received on (*)*

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only for paper notifications)

Date

() Delete as appropriate.*

8. Exclusion of the right of withdrawal

No right of withdrawal exists regarding goods, which were produced according to customer specifications or clearly tailored to personal requirements.

9. Warranty

9.1. Our goods are free from defects in terms of the materials used and the workmanship. However, if any defects are identified, TECTAL shall choose to either repair the defect or deliver a replacement.

9.2. A defect does not exist, if defects occur on the goods due to improper or incorrect use. The manufacturer's instructions are to be observed, in particular regarding proper and correct use. In any case, the Buyer loses its warranty claims, if he or an unauthorised third party interferes with the goods or attempts to make repairs.

9.3. If we provide a replacement, the Buyer is obligated to first send the defective goods back to TECTAL. The Buyer shall bear the costs for any repair/replacement (particularly shipping, work and material costs). If the Buyer is a consumer, TECTAL shall bear these costs.

9.4. The warranty period for entrepreneurs is 12 months after handover, the warranty is excluded for second-hand goods. We are to be notified in writing of any defects immediately, or no later than within seven calendar days after they have been identified, and are to be informed that the defect existed at the time of the handover.

9.5. The Buyer bears the burden of proving that the claimed damages occurred at the time that the risk was transferred. If the Buyer fails to inform us in writing, he can no longer make warranty claims, damage claims under the warranty as well as claims of error about the lack of defects of the goods. Claims made against TECTAL according to Sec 933b of the Austrian Civil Code (ABGB) are expressly excluded. The statement under 9.4. only applies to entrepreneurs.

9.6. To consumers, the mandatory legal warranty provisions apply, in particular, the warranty period for moveable items is 2 years and one year for second-hand goods.

10. Compensation; Liability

10.1. If we are responsible for damages, we shall only be liable for intent or extreme gross negligence. With regard to consumers, we are also liable for simple gross negligence. Liability beyond this is excluded. We are not liable particularly for indirect damages, specifically consequential damages and lost profits. This limitation of liability does not apply to personal damages.

10.2. The injured party must prove the existence of gross negligence.

10.3. We are not liable for damages that occur due to unsuitable or improper use, natural wear and tear, incorrect or negligent treatment or storage.

10.4. We assume no liability regarding the contents of the information provided, and make no guarantee that it is up-to-date, correct or complete.

10.5. We assume no liability if delivery is late because of circumstances that are outside our control.

10.6. The Buyer's right to recourse according to the provisions of the Product Liability Act is excluded.

10.7. If the Buyer is an entrepreneur, he can no longer make claims for damages after a period of six months after becoming aware of the damage.

11. Offsetting; Retention

11.1 The right to offset against any claims made by us shall be excluded. If the Buyer is a consumer, it does have the right to offset its liabilities if we become insolvent or for counterclaims that are legally connected to the liability of the consumer, which have been determined by a court of law or are recognised by us.

11.2. The Buyer is only entitled to a right of retention if he is consumer.

12. laesio enormis

Buyers who are entrepreneurs are not entitled to contest the agreement on the grounds of reduction by more than half (laesio enormis).

13. Data protection; Change of address; Copyright

13.1. By placing an order by telephone or in writing, the Buyer agrees to the automated storage and processing of the personal data transferred upon conclusion of the purchase contract and required for order processing, and to their use for advertising our products (including by email). This consent may be withdrawn at any time. Data will not be passed on to third parties unless this is required for performance of the contract.

13.2. The Customer is obliged to disclose any changes to its residential or business address unless the contractual obligations of the legal transaction have been fulfilled by both parties. If changes are not disclosed, any declarations shall be considered received if they are sent to the last known address.

13.3. Technical drawings, sketches or other technical documents, as well as samples, figures and similar items shall remain the property of TECTAL GmbH; the Customer receives no usage rights whatsoever.

14. Minor performance changes

Minor or other changes to our performance and delivery obligation that are acceptable to our customers are considered approved, if it is no consumer transaction. Technical changes relating to production within the scope of technical progress are permitted. Changes to shape, colour and weight that do not impair the characteristics of the product are permitted within a reasonable scope.

15. Applicable law; Place of jurisdiction; Place of fulfilment; Written form

15.1. Only Austrian law applies, excluding the rules on conflict of laws and the provisions of the UN Convention on Contracts for the International Sale of Goods. This choice of law applies to consumers with the exception of the mandatory rules of law of the usual place of residence of the consumer.

15.2. In the event of disputes, the place of jurisdiction will be the competent court at TECTAL's registered office. This excludes the places of jurisdiction for consumers that are mandated by law.

15.3. The place of fulfilment is TECTAL's registered office.

15.4. Amendments and supplements to these General Terms of Business must be in writing. This also applies to collateral agreements, to subsequent contract amendments, and to any nullification of the requirement for written form.

16. Contract languages

German and English are available as the contract languages.

17. Severability clause

Should one of the provisions of these General Terms and Conditions be or become invalid, the validity of the remaining clauses shall remain unaffected thereby. The invalid provision will be replaced by a valid one that comes closest to it in economic and legal terms.

18. Dispute resolution / online dispute resolution

The EU Commission has created an internet platform to resolve disputes online ("ODR platform"): <https://ec.europa.eu/consumers/odr>. However, we would like to point out that we do not participate in this voluntary dispute resolution procedure.