



PROJEKT SPIELBERG GMBH & CO KG

Red Bull Ring Straße 1
8724 Spielberg
Phone: +43 3577 202
E-mail: information@projekt-spielberg.com
www.projekt-spielberg.com

GENERAL BUSINESS TERMS AND CONDITIONS SALE OF VOUCHERS

Version as of the 25.07.2018

The purchase of Projekt Spielberg GmbH & Co KG (hereinafter referred to as "Projekt Spielberg") vouchers by our customers (hereinafter referred to as "Contracting Party") shall take place exclusively in accordance with the following stated terms and conditions:

1. General provisions

The Contracting Party accepts the present general business terms and conditions ("GTC") by way of his written, data electronic (Internet, fax) and/or telephone purchase offer with respect to Projekt Spielberg vouchers. The right to amend said GTC shall remain reserved.

Individual agreements, changes or additions to the purchase contract, the offer acceptance or these GTC shall only become part of the contract or effective, if they have been confirmed in writing by Projekt Spielberg. Unilateral changes or additions by the Contracting Party shall be ineffective.

2. Contract conclusion

The contract shall come into being through the submission of an offer by the Contracting Party and the acceptance of said offer by Projekt Spielberg. The order from the Contracting Party shall only be deemed accepted upon written (also electronic) order confirmation by Projekt Spielberg, with which the contract shall come into existence.





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Orders may only be placed by persons who are 18 years of age or older.

3. Prices and terms of payment

Our prices are denominated in Euro. All quoted prices are inclusive of any statutory value added tax, but exclusive of shipping costs and any fees that shall be additionally invoiced at the respective applicable rate. All prices are daily prices and valid until revoked.

Payment by the Contracting Party shall take place without charges and deductions by credit card (Visa, MasterCard) or by online bank transfer.

4. Reservation of ownership

The merchandise shall remain the property of Projekt Spielberg until the complete payment of its charges in this respect. Should the merchandise be passed on to third parties, the retention of title is to be pointed out separately and shall therefore remain valid.

5. Delivery conditions

Vouchers can be sent either by E-Mail or by post. The delivery deadlines and dates will be adhered to by Projekt Spielberg to the extent that this is possible: unless expressly agreed these shall be non-binding and always understood to be the prospective time of provision and delivery to the contracting partner.





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Withdrawal from the contract by the Contracting Party by reason of a delay in delivery shall only be possible subject to the granting of a reasonable - at least two week - grace period. Withdrawal from the contract must be asserted by registered letter. The right of withdrawal shall only be applicable to the part of the delivery or service which is in default.

6. Validity period

The vouchers issued by Projekt Spielberg shall remain valid for 5 (five) years from the date of issue.

7. Right of withdrawal

If the Contracting Party is a business person, there shall be no right of withdrawal. If the Contracting Party is a consumer within the meaning of the Austrian Consumer Protection Act (*German*: österreichischen Konsumentenschutzgesetzes, abbrev. "KSchG") the right of withdrawal shall be governed by the Remote and External Business Transaction Act (*German*: Fern- und Auswärtsgeschäfte-Gesetz, abbrev. "FAGG"). The consumer shall have a 14 (fourteen) day period, within which he may withdraw from a contract concluded by way of distance selling, or from a contractual declaration made by way of distance selling. For contracts governing the delivery of goods, the withdrawal period shall commence on the day of receipt by the contract partner, whereas contracts governing the provision of services shall begin on the day of contract conclusion. It shall be sufficient if the declaration of withdrawal is dispatched within the specified time period. The declaration of withdrawal need not be made in any particular form.





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Having stated this, the following sample withdrawal form will be provided to the Contracting Party:

Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back to us)

- to: Projekt Spielberg GmbH & Co KG
Red Bull Ring Straße 1, 8724 Spielberg
E-Mail: information@projekt-spielberg.com
Fax: +43 3577 202-27009
- I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following services (*)
- Ordered on the (*)/received on the (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer (only for notification using paper format)
- Date

(*) Delete as appropriate.

Should the Contracting Party withdraw from the contract, Projekt Spielberg will reimburse the payments without delay, though at the latest within 14 days of receipt of the withdrawal declaration. The means of payment used for the reimbursement shall be the one chosen by the Contracting Party for the transaction of his payment; the use of another means of payment shall, however, be permissible if this has been





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expressly agreed and no costs are incurred by the Contracting Party as a result. The costs of returning the merchandise shall be borne by the Contracting Party.

In the case of purchase contracts and other contracts governing the purchase of goods for consideration, Projekt Spielberg can refuse repayment until either the

merchandise has been returned, or until the Contracting Party has provided proof of return of the merchandise.

The Contracting Party shall have no right of withdrawal in the case of contracts for merchandise produced according to customer specifications, or which are manifestly tailored in accordance with personal needs.

8. Compensation for damages

In all cases under consideration, Projekt Spielberg shall only be obliged to pay damages in the event of intent or gross negligence. In the case of slight negligence, Projekt Spielberg shall be liable exclusively for personal injury. Projekt Spielberg shall not be liable for indirect damages, loss of profit, loss of interest, foregone savings, consequential and financial damages, damages from claims of third parties, as well as for the loss of data and programs and their recovery.

9. Data protection

Customer data will be treated as strictly confidential and will not be passed on to third parties without authorization. Projekt Spielberg would like to point out that it stores and processes the personal data of contracting parties that are necessary for the business transaction in accordance with the statutory provisions. The Contracting





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Party has the right to information, rectification and deletion of his personal data. Further details can be found in the company's [data protection guidelines](#).

10. Severability clause

The invalidity of any part of these Business Terms and Conditions shall not affect the validity of the remaining provisions. The ineffective provisions shall be replaced by provisions that come closest to the intended provisions.

11. Place of jurisdiction, place of performance

It is hereby agreed that these GTC, the voucher purchase contract as well as all claims and disputes arising therefrom and/or in connection therewith shall, irrespective of the amount in dispute, be subject to the jurisdiction of the competent court relevant for Projekt Spielberg GmbH & Co KG. Any mandatory jurisdiction provided by the KSchG in favour of the consumer shall remain unaffected by this agreement on jurisdiction.

In connection with this, Austrian substantive law shall apply exclusively, excluding Austrian international private law and the UN Convention on Contracts for the International Sale of Goods.

The place of performance shall be the company's registered office in Spielberg.

