

GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTCs) for the Online Purchase of Goods from Tiroler Zeltverleih GmbH

1. Scope of Application

These General Terms and Conditions (hereinafter referred to as "GTCs") apply exclusively to the online purchase of goods from Tiroler Zeltverleih GmbH (hereinafter referred to as "Tiroler Zeltverleih") by their respective contracting party (hereinafter referred to as the "Customer") in their version valid at the time of the formation of the contract. Any other conflicting provisions in the Customer's GTCs are not recognised by Tiroler Zeltverleih.

2. Contracting Parties

The contracting party of the Customer is

*Tiroler Zeltverleih GmbH
Hans-Liebherr-Straße 19
6410 Telfs*

CRN: 54699 s, Innsbruck Regional Court
VAT No. [UID]: ATU31242401
Directors: Barbara Kratzer, Richard Kratzer

Telephone: 05262/622 52
Fax: 05262/622 52-15
Email: info@tiroler-zeltverleih.at

3. Purchase Order and Formation of Contract

The products shown within the scope of the online distribution of Tiroler Zeltverleih do not constitute a legally binding offer; they are merely an invitation to the viewer to submit a purchase offer to Tiroler Zeltverleih.

Submission of an order by the Customer constitutes a legally binding offer to Tiroler Zeltverleih to enter a purchase contract for the respective good(s) which requires its acceptance by Tiroler Zeltverleih. Acceptance by Tiroler Zeltverleih shall take place either by submission of an order confirmation, but not later than with the delivery/transfer of the goods to the Customer.

4. Prices

All prices indicated in the online store of Tiroler Zeltverleih include the applicable value added tax as well as any shipping costs indicated in the online store.

5. Delivery

The ordered goods are delivered to the delivery address disclosed by the Customer.

If the Customer is an entrepreneur within the meaning of art. 1 par. 1 item 1 of the Austrian Consumer Protection Act [KSchG], the ordered goods shall be deemed transferred as soon as they are handed over to a person entrusted with its carriage (e.g. carrier, postal service, etc.) and the Customer shall bear the risk for any loss and/or damage of the goods from that moment on.

If the Customer is a consumer within the meaning of art. 1 par. 1 item 2 of the Austrian Consumer Protection Act [KSchG], the provisions with regards to the moment of delivery and the bearing of risks regulated by law shall apply. If Tiroler Zeltverleih ships the ordered goods to the Customer, the risk for any loss of and/or damage to the goods shall be transferred to the Customer only when the goods are delivered to the Customer or to a third party designated by the Customer which is not the carrier. If the contract of carriage has been concluded by the Customer themselves without making use of the options suggested by Tiroler Zeltverleih, the risk shall already be transferred during handing over of the goods to the carrier.

Furthermore, the Customer has the option to pick up the ordered goods at the place of business of Tiroler Zeltverleih in 6410 Telfs, Hans-Liebherr-Straße 19, whereby no shipping costs apply.

6. Method of Payment

The following options for payment of the ordered goods are available to the Customer:

- Payment via invoice
- Cash payment
- Payment via bank transfer
- Payment via PayPal
- Payment via debit card, bank card, credit card

If the Customer is a consumer within the meaning of art. 1 par. 1 item 2 of the Austrian Consumer Protection Act [KSchG], default interest of 5% per annum shall be deemed as agreed; if the Customer is an entrepreneur within the meaning of art. 1 par. 1 item 1 of the Austrian Consumer Protection Act [KSchG], default interest of 10% per annum shall be deemed as agreed.

7. Legal Warranty and Guarantees

Tiroler Zeltverleih warrants to the Customer that the ordered goods correspond to the agreement.

If the Customer is an entrepreneur within the meaning of art. 1 par. item 1 of the Austrian Consumer Protection Act [KSchG], a warranty period of 6 months from the receipt of the ordered goods shall apply. A deficiency of the goods which the Customer have or should have detected via inspection in a proper course of business after the delivery must be claimed by the Customer within a reasonable amount of time; otherwise, the Customer shall lose their rights to warranty claims, claims for damage due to the deficiency as well as claims of error with regard to the correctness of the goods.

If such a deficiency is uncovered at a later time, it must also be claimed within a reasonable amount of time; otherwise, the Customer shall lose they rights to warranty claims, claims for damage due to the deficiency as well as claims of error with regard to the correctness of the goods in relation to this deficiency.

If the Customer is a consumer within the meaning of art. 1 par. 1 item 2 of the Austrian Consumer Protection Act [KSchG], a warranty period of 2 years shall apply. With respect to material defects, the period shall begin on the day on which the goods are delivered to the Customer.

In contrast to the legal warranty, a guarantee is a manufacturer's voluntary and widely customisable service for the Customer in addition to the legal warranty (e.g. a guarantee of durability for a certain period of time). A guarantee is often tied to certain conditions and often only applies to parts of the whole product. With the exception of goods manufactured by Tiroler Zeltverleih, Tiroler Zeltverleih cannot give out any information if and under which conditions the manufacturer of the ordered goods will provide a guarantee service; instead, the Customer must gather such information about any guarantees granted by the manufacturer from the corresponding package information of the goods or by contacting the manufacturer directly.

8. Retention of Title

Tiroler Zeltverleih remains the owner of the goods until payment for the ordered goods is made in full.

9. Liability

With the exception of personal injuries, Tiroler Zeltverleih is not liable for any damage, insofar as the damage is not caused by deliberate or grossly negligent behaviour of Tiroler Zeltverleih, of its legal representatives or agents and the behaviour causing the damage does not relate to the Tiroler Zeltverleih's main obligations of the concluded contract. This exclusion of liability does not apply to completely unforeseeable or atypical damage which the Customer could not have anticipated.

10. Safety Information

It should be noted that many goods are not entirely or not at all suitable for (small) children and should only be used under the supervision and guidance of an adult. Various goods can especially be a hazard for choking and suffocation. The responsible guardians are therefore advised to adhere to the necessary safety regulations and requirements.

11. Electronical Invoicing

Tiroler Zeltverleih has the right to submit invoices to customers electronically (e.g. as a PDF file via email). If the Customer does not wish to receive invoices electronically, they must inform Tiroler Zeltverleih of this fact (via postal service, fax, or email), in which case invoicing is done via postal service.

12. Exclusion of Set-off and Right of Lien

The Customer can only set-off counterclaims associated with a legal connection to a claim of Tiroler Zeltverleih which is legally ascertained by a court or is undisputed by Tiroler Zeltverleih.

The Customer's statutory rights of lien remain unaffected.

13. Right of Revocation

Information about the Right of Revocation:

If the contract was formed outside of the business premises of Tiroler Zeltverleih, the Customer may revoke a contract concluded with Tiroler Zeltverleih or a declaration of intent constituting the conclusion of a contract without stating a reason within 14 days.

In the case of goods, the revocation period shall begin on the day on which the Customer or a third party which has been designated by the Customer and not acting as carrier acquires the material possession of the goods. If the Customer have ordered several items within one uniform order which are delivered separately, the revocation period shall begin on the day on which the Customer or a third party which has been designated by the Customer and not acting as carrier acquires the material possession of the last delivered item. The latter is also valid for the delivery of a good in several partial shipments. The revocation period is deemed respected if the declaration of revocation is dispatched within the 14-day period.

There are no formal requirements regarding the declaration of revocation; however, the written form is recommended. The Customer may use the revocation form template available for download on the Tiroler Zeltverleih website „<http://www.tiroler-zeltverleih.at/downloads>“ in order to declare their revocation, but are not obligated to do so.

In order to exercise their right of revocation, the Customer must dispatch the declaration of revocation (without obligation to state a reason) via postal service, fax or email containing their bank details (IBAN and BIC if any payments have already been made to Tiroler Zeltverleih) to the following address/fax number or contact Tiroler Zeltverleih via phone.

via postal service:

Tiroler Zeltverleih GmbH
Hans-Liebherr-Straße 19
6410 Telfs

via fax:

+43 5262/62 252-15

by phone:

+43 5262/62 252

via email:

info@tiroler-zeltverleih.at

Consequences of Exercising the Right of Revocation:

If the Customer withdraws from the contract, Tiroler Zeltverleih shall refund all payments already made by the Customer, including any shipping costs, within 14 days after receiving the declaration of revocation. If the ordered goods have already been shipped or transferred to the Customer, Tiroler Zeltverleih shall refund all payments already made by the Customer, including any shipping costs, immediately after receiving the returned goods or proof of the return of the goods. Payments already made by the Customer are refunded by bank transfer to the bank account specified by the Customer. Tiroler Zeltverleih shall bear any bank transfer charges. If the Customer had explicitly chosen a type of delivery other than the cheapest standard shipment offered by Tiroler Zeltverleih, they shall not be entitled to any reimbursement of the resulting additional costs.

Furthermore, if the Customer chooses to exercise their right of revocation, the Customer is obligated to return the received goods immediately, but not later than 14 days after submission of the declaration of revocation to Tiroler Zeltverleih. The return period is met if the goods are dispatched within the period. The Customer shall bear the direct costs for return of the goods.

The Customer shall compensate Tiroler Zeltverleih for any reduction of the commercial value of the returned goods, provided that the loss in value is attributed to any handling of the goods not necessary to check the quality, properties, and functionality of the goods.

Exceptions to the Right of Revocation:

No right of revocation exists in particular

- if the Customer are not a consumer within the meaning of art. 1 par. 1 item 2 of the Austrian Consumer Protection Act [KSchG], somebody for whom the commercial transaction is part of their business activities;
- in cases in which goods are produced specifically to customer specifications or are customised to the Customer's personal requirements;
- in cases in which goods are being delivered in a sealed packaging and are not eligible to returns due to health protection reasons or sanitary reasons if their sealing has been removed after delivery.

The products depicted in the context of the online distribution of Tiroler Zeltverleih are produced to customer specifications and are clearly customised to their personal requirements. Thus, these products are excluded from returns pursuant to art. 18 par. 1 item 3 of the Austrian Distance Selling Act [FAGG].

14. Privacy Policy

Tiroler Zeltverleih only collects personal data necessary to perform and process the services. Thus, the data is processed on the legal basis of art. 6 par. 1 sub-item b) of the Austrian General Data Protection Regulation [DSGVO] (contract performance). Responsible for data processing:

Tiroler Zeltverleih GmbH
Hans-Liebherr-Straße 19
6410 Telfs
+43 5262/62 252
info@tiroler-zeltverleih.at

Pursuant to the Austrian General Data Protection Regulation [DSGVO], being an affected party, the Customer have the right to be informed about their personal data saved by the Organiser, its origin and its recipient as well as about the purpose of processing of their data. Furthermore, they have the right to rectification, right to data portability, right to object, right to restrict processing as well as the right to suspension or erasure of incorrect or unlawfully processed data.

The Customer have the right to withdraw their consent to use their personal data.

If the Customer believe that processing their personal data by Tiroler Zeltverleih violates the current data protection law or that their data protection rights have been violated in any other way, they can file a complaint with the relevant supervisory authority. In Austria, the Austrian Data Protection Authority [Datenschutzbehörde] is the relevant authority for this matter.

The protection of personal data is guaranteed by virtue of appropriate organisational and technical measures. These measures particularly concern the protection from forbidden, unlawful or accidental access, processing, loss, usage and manipulation. However, Tiroler Zeltverleih is not liable for disclosure of information due to a mistake not caused by the Tiroler Zeltverleih during data transmission and/or unauthorised access by third parties (e.g. hacker attack etc.).

It may be necessary to transmit the Customer's data to third parties in order to fulfil the contractual obligations. Such data transmission follows the provisions set forth in the Austrian General Data Protection Regulation [DSGVO].

The data is only stored as long as it is necessary in order to fulfil the contractual or statutory obligations and to avoid possible liability claims.

15. Consent to Receive Promotional Communications

The Customer give their explicit consent to receive emails from Tiroler Zeltverleih, particularly in the form of a newsletter, to inform them about new products and services of Tiroler Zeltverleih. The Customer may withdraw their consent via email, fax, postal service or phone at any time. Furthermore, the Customer may withdraw their consent by using the button "*Cancel newsletter*" [Newsletter abstellen] in any of the received newsletters.

16. Future Changes to the GTCs

The Customer give their explicit consent that Tiroler Zeltverleih may replace these GTCs by updated GTCs, unless the Customer object to the changes within 4 weeks after the communication and provision of the changed GTCs. In the case of a timely objection by the Customer, the last agreed GTCs remain valid. If no timely objection is made, the contractual relationship between Tiroler Zeltverleih and the Customer shall be based on the changed GTCs instead of the last agreed GTCs from the day following the expiry of the objection period.

17. Place of Jurisdiction and Place of Performance

If the Customer is an entrepreneur within the meaning of art. 1 par. 1 item 1 of the Austrian Consumer Protection Act [KSchG], it is agreed that the court with the exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship with Tiroler Zeltverleih is the court at the business location of Tiroler Zeltverleih.

The place of performance for deliveries, services and payments is the business location of Tiroler Zeltverleih.

18. Applicable Law

The agreed applicable law is Austrian law under exclusion of the UN Convention on Contracts for the International Sale of Goods.

These GTCs are valid from 01.01.2022.