

# **General terms and conditions and customer information**

## ***I. General Terms and Conditions of Business***

### **§ 1 Basic provisions**

(1) The following terms and conditions apply to contracts that you conclude with us as a provider (Stefan Fischer) via the website [www.stucco-naturale.com](http://www.stucco-naturale.com). Unless otherwise agreed, we object to the inclusion of any of your own terms and conditions that you may use.

(2) Consumer in the sense of the following regulations is every natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, upon conclusion of a legal transaction, acts in the exercise of their independent professional or commercial activity.

### **§ 2 Conclusion of the contract**

(1) The subject of the contract is the sale of goods .

(2) As soon as you place the respective product on our website, we will submit a binding offer to you to conclude a contract under the conditions specified in the item description.

(3) The contract is concluded via the online shopping cart system as follows:

The goods intended for purchase are placed in the "shopping cart". By clicking the corresponding button in the navigation bar you can call up the "shopping cart" and make changes there at any time. After calling up the "Checkout" page and entering your personal data as well as the payment and shipping conditions, all order data is finally displayed again on the order overview page.

If you use an instant payment system (e.g. PayPal / PayPal Express, Amazon Payments, Sofort) as your payment method, you will either be taken to the order overview page in our online shop or you will first be redirected to the website of the provider of the instant payment system.

If you are redirected to the respective Sofortzahl system, please make the appropriate selection or enter your data there. Finally, you will be redirected back to our online shop on the order overview page.

Before sending the order you have the possibility to check all details again, to change them (also by using the function "back" of the internet browser) or to cancel the purchase.

By submitting the order via the "Buy now" button, you declare the acceptance of the offer in a legally binding manner, whereby the contract is concluded.

(4) Your requests for the preparation of an offer are not binding for you. For this purpose, we will submit a binding offer to you in text form (e.g. by e-mail), which you can accept within 5 days.

(5) The processing of the order and transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You must therefore ensure that the e-mail address you have deposited with us is correct, that the receipt of e-mails is technically ensured and in particular that it is not prevented by SPAM filters.

### **§ 3 Right of retention, retention of title**

(1) You may only exercise a right of retention if it concerns claims from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

(3) If you are an entrepreneur, the following applies in addition:

a) We reserve title to the goods until all claims arising from the current business relationship have been settled in full. Before transfer of the

Ownership of the goods subject to retention of title may not be pledged or transferred by way of security.

- b) You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice amount that accrue to you from the resale; we accept the assignment. You are further authorised to collect the claim. If you do not properly fulfil your payment obligations, however, we reserve the right to collect the claim ourselves.
- c) If the reserved goods are combined and mixed, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.
- d) We undertake to release the securities to which we are entitled at your request insofar as the realisable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released is at our discretion.

## **§ 4 Warranty**

- (1) The statutory rights to liability for defects exist.
- (2) As a consumer, you are requested to check the item immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you fail to do so, this will not affect your statutory warranty claims.
- (3) If you are an entrepreneur, the above warranty regulations shall apply in deviation from the above:
- a) Only our own specifications and the manufacturer's product description are deemed to be agreed as the quality of the item, but not other advertising, public promotions and statements by the manufacturer.
- b) In the event of defects, we shall provide warranty at our discretion either by rectification of the defect or by subsequent delivery. If the rectification of the defect fails, you may, at your option, demand a reduction in price or withdraw from the contract. After a second unsuccessful attempt, the rectification of the defect shall be deemed to have failed, unless something else results from the type of item or defect or other circumstances. In the event of rectification of defects, we do not have to bear the increased costs incurred by the transfer of the goods to a place other than the place of performance, unless the transfer corresponds to the intended use of the goods.
- c) The warranty period is one year from delivery of the goods. The shortening of this period shall not apply:
- culpably caused damages attributable to us arising from injury to life, body or health and in the case of other damages caused intentionally or by gross negligence;
  - insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;
  - in the case of items which have been used for a building in accordance with their usual use and have caused its defectiveness;
  - in the case of statutory rights of recourse which you have against us in connection with rights of defect.

## **§ 5 Choice of law**

- (1) Austrian law shall apply. In the case of consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn (principle of favourability).
- (2) The provisions of the UN Sales Convention shall expressly not apply.

## ***II Customer information***

### **1. Identity of the seller**

Stefan Fischer  
Dorfstraße 63 B/2  
6241 Radfeld  
Austria  
Phone: 043 660 641 3331  
E-mail: [info@stucco-naturale.com](mailto:info@stucco-naturale.com)

Alternative dispute resolution:

The European Commission provides a platform for out-of-court online dispute resolution (OS Platform), available at <https://ec.europa.eu/odr>.

### **2. Information on the conclusion of the contract**

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities of correction are carried out in accordance with the regulations "Conclusion of the contract" of our General Terms and Conditions (Part I.).

### **3. Contract language, contract text storage**

3.1 Contract language is German .

3.2 The complete text of the contract is not stored by us. Before sending the order via the online shopping cart system, the contract data can be printed or electronically saved using the print function of the browser. After receipt of the order by us, the order data, the legally required information for distance selling contracts and the General Terms and Conditions will be sent to you again by e-mail.

3.3 In the case of requests for quotations outside the online shopping cart system, you will receive all contract data in text form within the framework of a binding offer, e.g. by e-mail, which you can print out or save electronically.

### **4. Essential characteristics of the goods or service**

The essential characteristics of the goods and/or services are to be found in the respective offer.

### **5. Prices and terms of payment**

5.1 The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.

5.2 Shipping costs are not included in the purchase price. They can be called up via an appropriately marked button on our website or in the respective offer, are shown separately during the ordering process and are to be borne by you additionally, unless free delivery has been promised.

5.3 If the delivery is made to countries outside the European Union, further costs may be incurred for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions), which are to be borne by you.

5.4 Any costs incurred by the money transfer (transfer or exchange rate fees of the credit institutions) are to be borne by you in cases where the delivery is made to an EU member state but the payment was arranged outside the European Union.

5.5 The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

5.6 Unless otherwise stated for the individual payment methods, the payment claims from the concluded contract are due for payment immediately.

## **6. terms of delivery**

6.1 The terms and conditions of delivery, the delivery date as well as any existing delivery restrictions can be found under an appropriately designated button on our website or in the respective offer.

6.2 If you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold goods during shipment is only transferred to you when the goods are handed over to you, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or any other person designated to carry out the shipment.

If you are an entrepreneur, the delivery and dispatch is at your risk.

## **7. Legal liability for defects**

Liability for defects is governed by the "Warranty" provision in our General Terms and Conditions (Part I).

These General Terms and Conditions and customer information have been drawn up by the lawyers of the dealer association specialising in IT law and are permanently checked for legal conformity.

The Händlerbund Management AG guarantees the legal security of the texts and is liable in case of warnings. Further information can be found at: <https://www.haendlerbund.de/agb-service>.

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