

TERMS AND CONDITIONS

(GTC - Version dated 05.08.2022)

Terms and Conditions

for the online shop operated by

boutiq.vision GmbH (FN 579879)
Dorf 185A
A - 6521 Fließ

From now on referred to as the “Seller”, “Contract Partner”, “we”, or “us”, on the website www.insidethearlberg.com, they are from now on referred to as the Online Shop. The current version of our General Terms and Conditions can be viewed, saved, and printed via our website, www.insidethearlberg.com. Furthermore, our General Terms and Conditions are available upon request at hello@insidethearlberg.com.

1. Scope and Applicable Law

- 1.1. The processing, ordering, and delivery of goods and services offered in our Online Shop are exclusively subject to the following General Terms and Conditions (GTC). These GTCs form the basis of all contracts concluded via our Online Shop.
- 1.2. Persons ordering goods or services through our Online Shop are referred to as “Customer” or “you”.
- 1.3. The terms “Consumer” and “Entrepreneur” used in these GTCs are to be understood in the sense of § 1 of the Consumer Protection Act (KSchG).
- 1.4. All legal transactions or other legal relationships with us are subject to the laws of the Republic of Austria, excluding the provisions of international private law.
- 1.5. For legal transactions with entrepreneurs whose place of business is outside Austria, the application of intergovernmental conventions incorporated into Austrian law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG), is expressly excluded.
- 1.6. We deliver exclusively to customers within Europe.
- 1.7. Products are only offered in quantities typical for households.

2. Contract Partner, Language, and Conclusion of Contract

- 2.1. In all legal transactions concluded through our Online Shop, the company boutiq.vision GmbH, with its registered office at 6521 Fließ, Dorf 185A, is the exclusive contract partner.
- 2.2. The contract content, all other information, customer service, data information, complaint handling, etc., are offered exclusively in German, meaning all communication with customers is conducted solely in German.
- 2.3. The goods offered in the Online Shop can be placed in the shopping cart without obligation. After entering your data and selecting the delivery and payment methods, your inputs will be summarized and can be reviewed by you. You must fill out the fields in the order form completely and truthfully. By clicking the checkbox “I have read the General Terms and Conditions (GTC) and expressly agree to them,” you agree to our GTC and are legally bound by them. By clicking the “Order with obligation to pay” button, you make a legally binding offer to purchase the goods or services in your shopping cart. The order confirmation we send you merely documents that we have received your order. However, this does not yet constitute acceptance of your offer. A legally binding contract is only concluded through our explicit and separately sent acceptance declaration/order confirmation or, at the latest, upon delivery of the goods sent to you.
- 2.4. If the goods you ordered are temporarily unavailable at the time of your order, we will notify you of this. If the goods are permanently unavailable, no contract will be concluded.
- 2.5. The contract only applies to the products listed in our acceptance declaration/order confirmation. We are not obligated to deliver any other products, even if they were listed in your order.
- 2.6. All offers in our Online Shop are non-binding and subject to availability.

3. Delivery and Transfer of Risk

- 3.1. Delivery of the ordered goods is made to the Austrian address provided by you during the ordering process by a delivery company commissioned by us. However, we reserve the right to offer separate delivery options or limit the delivery options offered in individual cases.
- 3.2. The shipping costs incurred for the delivery of the ordered goods will be displayed during the payment process

in the Online Shop and must be borne entirely by you.

- 3.3. In contracts with consumers, the risk of loss or damage to the goods is transferred only when the goods are handed over to the consumer or a third party designated by the consumer other than the carrier. The transfer or handover is equivalent to the customer defaulting acceptance. Otherwise, §§ 7a ff KSchG apply. In business transactions, the delivery of the goods is entirely at the customer's risk.

4. Prices and Shipping Costs

- 4.1. The prices listed in the offer at the time of the order apply to orders in our Online Shop.
- 4.2. All prices in our Online Shop are euros and include the applicable statutory VAT.
- 4.3. Packaging and shipping costs are calculated separately and shown. The shipping costs incurred for each order for which you are responsible will be listed in a summary of your order before the order process is completed.
- 4.4. The actual shipping costs may vary depending on the size of the order and the destination chosen by the customer. We reserve the right to split your order into one or more shipments depending on the availability of the ordered products. Shipping costs will only be charged once if a delivery has to be split into two packages. In the case of split deliveries (e.g., if an ordered item is temporarily unavailable), the first partial delivery will be carried out immediately. No additional shipping costs will be charged for subsequent deliveries. However, we explicitly reserve the right to send your order only when all the products you ordered are fully available.

5. Payment and Delivery

- 5.1. For the payment of goods and services ordered through our Online Shop, we exclusively offer the payment method "prepayment," whereby direct bank transfer, PayPal, or transfer can currently be selected during the payment process. Payment processing is carried out via an external payment service provider. However, we reserve the right to offer other payment methods in individual cases. The payment methods available for your order will be displayed before the order process is completed.
- 5.2. After you transmit our acceptance declaration, you will be invoiced for the purchase price and the costs associated with the purchase contract, providing our bank account details.
- 5.3. The purchase price and other costs associated with purchasing goods and services are due within seven days from receipt of our acceptance declaration. The ordered products will only be delivered once the total purchase price has been received in our account.
- 5.4. If the amounts invoiced by us are not credited to our account within the stated payment period, we are entitled to withdraw from the contract by setting a reasonable grace period and to claim damages caused by you.
- 5.5. Any refund of payments already made will be processed using the same payment method used in your order.
- 5.6. In the event of late payment, we are entitled to charge interest at the rate of 6% p.a. Furthermore, the customer agrees to reimburse third-party collection, retrieval, and investigation costs (particularly those of attorneys). The assertion of higher default damage is explicitly reserved.
- 5.7. The delivery time is generally 5-7 business days, although delivery within this period is not guaranteed. As we have no influence on parcel delivery, we explicitly reserve the right to a longer delivery time. Once your order leaves our premises, you will receive a shipping confirmation. If delivery is delayed due to force majeure, the delivery time will be extended accordingly. Force majeure is equivalent to strikes, lockouts, government interventions, shortages of energy and raw materials, unintentional transportation bottlenecks, unintentional operational disruptions (e.g., due to fire, water, and machine damage), and all other obstacles that are not our fault and cannot be objectively attributed to us. In such cases, the delivery time will also be extended accordingly. We will inform you promptly of the beginning and end of such hindrances. If the performance hindrance in the aforementioned cases lasts more than four weeks beyond the original delivery times, you are entitled to withdraw from the contract. Further claims by the customer, especially for damages, do not exist.

6. Retention of Title

- 6.1. We retain title to all goods we deliver until the purchase price is fully paid. As a customer, you are not entitled to pledge or transfer ownership of the purchase item as security.
- 6.2. You are obligated to inform us immediately of any third-party access to the goods delivered under retention of title and to send us the documents justifying the access and a copy of the attachment protocol.

7. Statutory Right of Withdrawal and Cancellation

- 7.1. Below, consumers receive the legally required instruction on the conditions and consequences of the right of withdrawal under the Federal Act on Distance and Off-Premises Contracts (FAGG).
- 7.2. As a consumer, you can withdraw from this contract according to § 11 FAGG within 14 days without providing any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you,

who is not the carrier, has taken possession of the goods. If the order is delivered in several partial shipments or pieces, the contract can be revoked within fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the last partial shipment or piece.

7.3. To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by making a clear statement. We recommend using the withdrawal form attached to these GTCs for this purpose. However, you can also declare your withdrawal by sending a form-free letter by post, email, telephone, or any other means to us:

boutiq.vision GmbH, Dorf 185A, 6521 Fliess, Austria

7.4. If you withdraw from this contract, we will refund all payments we have received from you, including delivery costs (excluding additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day we receive notification of your withdrawal from this contract.

7.5. 1.2. A refund of the purchase price will only be made in exchange for the return of the goods received from the customer. In any case, the customer must bear the costs of returning the goods. The goods must be returned to the address specified in section 7.3 of these Terms and Conditions.

7.6. 1.3. For any refund of the purchase price, we will use the same payment method you used in the original transaction.

7.7. 1.4. the goods must arrive in new, unused, original condition for the withdrawal to be effective. We reserve the right to inspect the original condition. If any signs of use are detected, the withdrawal and, thus, the return of the goods will be void, and no costs will be reimbursed unless the signs of use are due to necessary handling to examine the nature, characteristics, and functioning of the goods. Furthermore, we reserve the right to deduct an appropriate amount as compensation for the depreciation caused by the signs of use when refunding the purchase price. You will not be liable for any depreciation of the goods if the depreciation is due to necessary handling to examine the nature, characteristics, and functioning of the goods.

7.8. 1.5. In case of withdrawal, you must return the goods in suitable packaging. If you do not return the goods completely, including all accessories, we are entitled to claim compensation for the missing items.

7.9. 1.6. If you exercise your right of withdrawal in connection with a contract for the provision of services but we have already performed this contract before the withdrawal period has expired, you must reimburse us an amount proportionate to the services we have provided up to the withdrawal.

7.10. The right of withdrawal does not apply, in particular, to the following contracts:

- Contracts for the supply of goods that are not prefabricated and for which an individual choice or decision by the consumer is essential or tailored to the consumer's personal needs. This is especially applicable to products manufactured according to the individual needs of the customer;
- Contracts for the supply of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;
- Contracts for the supply of goods if they have been inseparably mixed with other goods after delivery due to their nature.

8. Warranty

8.1. The warranty is governed by legal provisions and is limited to the statutory period of 24 months from the receipt of the goods by the customer or, in the case of services, from the completion of the service in contracts with consumers. In contracts with entrepreneurs, the warranty period is limited to 12 months.

8.2. We reserve the right to inspect defects, so accepting the disputed goods does not constitute an acknowledgment of the validity of warranty claims. For justifiably disputed defects, either a free replacement or improvement will be provided, for which a reasonable period must be allowed. If a replacement or improvement is not possible (especially if it is not feasible, involves excessive effort, is unreasonable for us, etc.), the customer is entitled to a price reduction or, if the defect is not minor, to the cancellation of the contract.

8.3. Regardless of whether a contract exists with consumers or entrepreneurs, the customer is obliged to report any defects as soon as possible after delivery, but no later than immediately after they become visible. In contracts with entrepreneurs, the provisions of § 377 UGB (Austrian Commercial Code) apply without restriction.

9. Liability and Warranty

9.1. We are only liable for intent and gross negligence. Liability for slight negligence is excluded, except in cases of injury to life, body, or health. This exclusion of liability also applies to consequential damages due to defects. Liability for financial losses due to slight negligence is, therefore, excluded.

9.2. Our company, as the operator of the mentioned online shop, provides services with the utmost care but is not liable for services provided by third parties or obtained from third parties. Any warranty must be claimed from

the manufacturer and is subject to their conditions. The legal warranty is not limited by the warranty. We do not provide an independent warranty.

10. Place of Performance

10.1. The place of performance for deliveries and payments is exclusively 6521 Fließ (Austria), unless this conflicts with mandatory legal provisions.

11. Jurisdiction

11.1. The court of jurisdiction for disputes arising from contracts with customers is 6500 Landeck (Austria), unless mandatory legal provisions specify another jurisdiction.

12. Data Protection

12.1. You hereby expressly agree to our data protection regulations (created externally and accessible at: <https://www.insidethearlberg.com/datenschutz/>) and, in particular, to the storage of personal data (e.g., name/company, date of birth/company registration number, email address, delivery and billing address, and account or credit card details) for the purpose of fulfilling the contract and processing the order as well as for our own advertising purposes (e.g., sending promotional mailings, newsletters, product information) or other company-related purposes. You thus expressly authorize us to automatically collect, process, and store your personal data.

12.2. We protect and respect your personal data and your security. However, we cannot guarantee the security of information and payments transmitted online. To the extent permitted by law, we are not liable for damages resulting from the use of electronic transmission media, particularly for damages due to errors or delays in the delivery of messages, manipulation by third parties or software, or the transmission of viruses.

12.3. You agree to receive messages about our products, current offers, and other company-related information via promotional emails, postal mailings, and newsletters.

12.4. The customer can revoke their consent to receive such emails at any time by notifying the company [boutiq.vision GmbH at \[hello@insidethearlberg.com\]\(mailto:hello@insidethearlberg.com\)](mailto:boutiq.vision GmbH at hello@insidethearlberg.com).

12.5. You can request information about your stored data at any time and, if necessary, also request its correction, blocking, or deletion free of charge. Data required for accounting and bookkeeping purposes in connection with incomplete orders are excluded from deletion.

13. Miscellaneous

13.1. This contract is governed by Austrian substantive law, excluding the conflict-of-law rules of private international law and the UN Sales Convention.

13.2. If individual provisions of these Terms and Conditions are wholly or partially invalid or if they contain an unforeseen gap, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The respective statutory provisions shall apply in place of the invalid or missing provisions.

13.3. Deviating contractual additions, collateral agreements, or other agreements require written form to be effective. This written form requirement also applies to any waiver of this written form requirement. No verbal collateral agreements exist.

WITHDRAWAL FORM

If you wish to withdraw from the contract, please fill out this form and send it by email to:
hello@insidethearlberg.com or by post to the following address:

boutiq.vision GmbH
Dorf185 A
6521 Fließ,
Austria

GENERAL INFORMATION OF THE CONSUMER

Customer number:

First name:

Last name:

Date of birth:

Street:

House number:

Staircase/Door:

Postal code:

City:

Phone:

Email:

DECLARATION OF WITHDRAWAL

I hereby withdraw from the contract I entered into for the provision of the following:

Goods/Services:

Ordered on () / *received on* ()

(* Please delete where not applicable)

Date

Consumer's signature