

General Terms and Conditions

Version 2. Date of validity: from 26 08 2021 until canceled

Landkost GmbH,
Linzer Straße 68, 4240 Freistadt, Austria
(hereinafter referred to as: Company)

1. Scope:

- 1.1. These General Terms and Conditions shall be valid for and applicable to any and all mutual claims arising from and in conjunction with any and all contractual agreements to be drawn up and concluded between a customer and the Company via the internet store at www.landkost.at.
- 1.2. These General Terms and Conditions shall apply in the respective version valid at the time when the respective contractual agreement is drawn up and concluded.
- 1.3. Any and all General Terms and Conditions issued by a customer shall be included and incorporated into the contractual agreement only if and to the extent that the Company has expressly agreed to do so.

2. Customers:

- 2.1. The Company shall conclude any and all contractual agreements with customers only if and when these customers are registered as "users."
- 2.2. For this reason, it is essential for any and all customers to register themselves as "new users" prior to submitting their first purchase order.
- 2.3. It shall be possible to submit a purchase order after having registered as a user and after having successfully logged in.
- 2.4. Should any problems arise when registering as a "new user," during login, with the password, and/or the like, then the Company has to be contacted either via an email sent to office@landkost.at or at the following phone number: +43 (0) 7942 2205.
- 2.5. Customers may only be natural persons who have unlimited legal capacity and have reached the age of 18 as well as legal entities.
- 2.6. Insofar as and to the extent that any customer data proves to be false and/or incorrect, the Company reserves the right to delete this customer from the data bank, not to process the customer's purchase order, and/or to withdraw from the contractual agreement.

3. Conclusion of Contracts:

- 3.1. Any and all purchase orders submitted by a customer shall constitute a binding offer to conclude a sales contract.
- 3.2. Any and all contractual agreements with customers shall be deemed to have been concluded either upon the explicit confirmation that the purchase order has been accepted or no later than when the ordered merchandise has been delivered.
- 3.3. Should an order not be accepted, then the customer shall be informed accordingly by the Company.
- 3.4. The acceptance and/or notification of the rejection of any and all purchase orders shall be carried out within 5 (five) working days.

4. Prices:

- 4.1. Any and all prices quoted in the internet store at www.landkost.at include the legal sales tax.
- 4.2. The purchase order shall list the shipping charges separately.
- 4.3. The customer shall bear in all cases any and all export and import duties associated with the shipment beyond the national borders of Austria.
- 4.4. A list of the shipping charges may be found at: shipping charges.

5. Payment:

- 5.1. In Austria, any and all payments may be made either via Credit Card (Visa, Mastercard), Immediate Transfer ("Sofortüberweisung"), PayPal and Advance Payment.
- 5.2. We accept either PayPal or Advance Payment for any and all deliveries to Germany, the Czech Republic, Slovakia, Slovenia, Hungary, Italy, Belgium, The Netherlands, Luxemburg, France, United Kingdom, Poland, Finland, Sweden, Denmark, Ireland, Spain, Portugal, Greece, Estonia, and Lithuania.

5.3. Any and all purchase prices shall be payable as follows:

- Advance Payment: Immediately upon conclusion of a contractual agreement.
- Credit card, Immediate Transfer ("Sofortüberweisung") and Paypal: Your account shall be debited upon dispatch of the merchandise.

5.4. We reserve the right to charge late fees if there should be any delays in payment.

6. Delivery:

6.1. The delivery of the merchandise shall be at the customer's risk and expense ex works Münzbach, Austria.

6.2. The delivery shall be carried out within 5 (five) working days following the conclusion of the contract.

7. Cancellation Rights:

7.1. This clause shall apply to any and all customers who are deemed to be consumers in accordance with the Austrian Consumer Protection Act (KSchG).

7.2. Customers may cancel any and all contractual agreements concluded through distance selling and/or any and all contractual statements made through distance selling without stating any reasons within 14 (fourteen) working days; Saturday, though, shall not constitute a working day.

7.3. The cancellation period shall commence upon delivery of the merchandise on the day of its receipt at the customer's premises; the cancellation period for any and all contractual agreements on the provision of services shall commence on the day the contract is concluded.

7.4. It shall suffice if the cancellation notice is dispatched within the specified period of time.

7.5. Any and all return shipments must have their postage paid in full and contain the entire merchandise including its packaging.

7.6. Shipping and verification thereof shall be the sole responsibility of the customer.

7.7. If the customer returns the merchandise within the specified period of time and in due form, the Company shall immediately refund the purchase price which has already been paid, including any and all shipping charges which might have been incurred.

8. Revocation Rights for Consumers Residing in Germany:

8.1. This clause shall apply to any and all customers who are deemed to be consumers in accordance with the German Code of Civil Law (BGB).

8.2. Customers may revoke any and all contractual agreements concluded through distance selling and/or any and all contractual statements made through distance selling without stating any reasons within 2 (two) weeks.

8.3. The revocation period shall commence upon receipt of these instructions in writing (for example, as a letter, fax, and/or email), but not until the merchandise has been received.

8.4. It shall suffice if the revocation is declared to the Company in writing and/or by returning the merchandise; in order to meet the deadline, timely dispatch shall suffice.

8.5. Any and all return shipments must have their postage paid in full, provided that the price of the returned merchandise does not exceed € 40.00 (forty euros), or provided that the customer has not yet rendered full and complete consideration at the time of revocation if the price does exceed this amount.

9. Warranty / Contesting the Contract:

9.1. With customers who are deemed to be consumers in accordance with the Consumer Protection Act (KSchG), the Company will abide by the warranty provisions as regulated by law.

9.2. Should a customer not be a consumer as defined by the Consumer Protection Act (KSG), then this customer shall neither be entitled to claim any and all statutory warranty rights nor be permitted to contest the contract on the grounds of error.

10. Liability:

10.1. With customers who are deemed to be consumers in accordance with the Consumer Protection Act (KSchG), the Company shall be liable only for those damages which are due to willful intent and gross negligence, with the exception of any and all personal injuries.

10.2. With customers who are deemed not to be consumers in accordance with the Consumer Protection Act (KSG), the Company shall only be liable for those damages which are solely due to intentional fault.

11. Title Retention:

11.1. The merchandise shall remain the property of the Company until the merchandise has been paid for in full.

11.2. In the event that the customer does not comply with the obligation to pay, the customer shall duly rescind the contract after the Company has canceled the contractual agreement.

12. Data Protection:

12.1. The Company warrants and guarantees that it will collect, process, store, and use the disclosed customer data only in association with the implementation of the registration and the contractual agreement as well as for internal market research and corporate marketing purposes.

12.2. The Company will forward any and all customer data to associated companies only for the implementation of the contractual agreement.

12.3. Should the customer not want this use of data, then the customer shall be entitled to object to this use at any time by sending a corresponding email to office@landkost.at.

13. Place of Performance:

13.1. The place of performance for any and all deliveries, services, and payments shall be the Company's registered office at Linzer Straße 68 in AT-4240 Freistadt, Austria.

14. Choice of Law:

14.1. With regard to any and all legal relationships between the Company and the customer as well as for the respective and appropriate terms and conditions, material Austrian law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2. Article 13.1. shall leave any and all mandatory legal rules and regulations unaffected that are valid in the respective country in which the customer has his or her ordinary residence if and to the extent to which the customer has concluded a sales contract which cannot be attributed to the occupational, commercial, and/or professional activity of the customer (consumer contract), and/or if the customer has performed any and all legal acts which are required for concluding the contract in the respective country in which the customer has his or her ordinary residence.

15. Place of Jurisdiction:

15.1. For customers who are deemed to be consumers in accordance with the Consumer Protection Act (KSchG), the place of jurisdiction shall be determined by the general legal regulations and/or provisions.

15.2. For customers who are deemed not to be consumers in accordance with the Consumer Protection Act (KSG), it is agreed that the sole place of jurisdiction shall be the court which has jurisdiction over the subject matter and which is located where the Company has its registered office.

16. Copyright:

16.1. The entire contents of the website www.landkost.at including these General Terms and Conditions shall only serve as information for the Company's customers.

16.2. Any and all contents of the website www.landkost.at including these General Terms and Conditions are protected by copyright laws, and their use shall only be permitted within the scope of those laws.

17. Set-off:

17.1. Customers who are deemed to be consumers in accordance with the Consumer Protection Act (KSchG) may offset any and all claims only if the Company proves to be insolvent, and/or offset any and all claims only with those counterclaims which are legally associated with the consumer's obligation, which have been declared as such by a court of law, and/or which have been accepted as such by the Company.

17.2. Customers who are deemed not to be consumers in accordance with the Consumer Protection Act (KSG) shall be denied the right to offset.

18. Miscellaneous:

18.1. If individual provisions of the contractual agreement, either in full or in part, prove to be invalid and/or lose their legal validity at a later time, then this shall not affect the validity of the remaining provisions contained within this contractual agreement.

18.2. In this event, the parties to the contract shall undertake to replace the invalid regulation with a legally valid regulation which, as far as this is legally enforceable, comes as close as possible to the economic purpose intended by the invalid regulation while considering the parties' interests as expressed in this contractual agreement.

18.3. The same shall apply if the contractual agreement should prove to have any legal gaps that had not been intended by either party.