

General Terms and Conditions



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1) Scope of Application

1.1 These Terms and Conditions of the company AMB Instruments & Accessoires (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these Terms and Conditions is every natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these Terms and Conditions is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the seller by telephone or e-mail.

2.3 The seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the customer is decisive, or

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- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 The period for acceptance of the offer shall start on the day after the client has sent the offer and ends on expiry of the fifth day following the sending of the offer.

2.5 In case of an order via the Seller's online order form, the text of the contract will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions (for example via e-mail) after the client has submitted his order. In addition, the text of the contract will be stored on the Seller's website and can be found by the client via the password-protected customer account by entering the respective login information, provided that the client has created a customer account in the seller's online shop prior to submitting his order.

2.6 The client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order via the Seller's online order form. In addition, prior to submitting a binding order, all data entered will be once again displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed informations about the right to cancel are provided in the Seller's instruction on cancellation.

3.3 The right to cancel does not apply to consumers, who were no nationals of a member state of the European Union at the time of concluding the contract und whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

4) Prices and Payment Conditions

4.1 All prices include 20% VAT. Shipping costs will be added at the end of the order.

4.2 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

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4.3 If prepayment has been agreed upon, payment shall be due immediately upon conclusion of the contract.

4.4 When choosing one of the payment methods offered by "PayPal" , the handling of payments is done via the payment service provider PayPal (Europe) S.a.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449, subject to the conditions of use which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>, or, in case the Client does not have a PayPal account, subject to the conditions for payments without a PayPal account, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Personal collection is not possible for logistical reasons.

6) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

7) Warranty

7.1 Should the object of purchase be deficient, statutory provisions shall apply.

7.2 Deviating hereof, for consumers the limitation period regarding warranty claims for used goods shall be one year from delivery of goods to the Client. The shortening of the limitation period does not apply,

- for damages arising out of injuries to life, body or health, which result from intentional or negligent violation of the Seller's duties or the intentional or negligent violation of duties by the legal representative or the vicarious agent of the user,

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- for other damages resulting from intentional or grossly negligent violation of the Seller's duties or the intentional or grossly negligent violation of duties by the legal representative or the vicarious agent of the user,
- if the Seller has fraudulently concealed the defect.

7.3 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Applicable Law

8.1 The law of Austria shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

8.2 Furthermore, this choice of law regarding the right to cancel does not apply to consumers, who are not nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address is located outside of the European Union at the time of concluding the contract.

9) Place of Jurisdiction

If the Client is a businessman, a legal entity of public law or a separate estate under public law with its seat in the territory of Austria, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract. If the Client is domiciled outside the territory of the Austria, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases the Seller is entitled to call the court responsible for the domicile of the Client.

10) Information about online dispute resolution

The EU Commission provides on its website the following link to the ODR platform:

<http://ec.europa.eu/consumers/odr>

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.