

Garnelaxia - General Terms and Conditions of Business:

I. Scope:

The General Terms and Conditions of Business apply to transactions between *Garnelaxia* and its customers. This also includes the online ordering of goods that can be purchased from the integrated online shop on the www.garnelaxia.at website.

The following provisions contain not only the delivery and payment terms but also further supplemental provisions. *Garnelaxia*, which operates as a sole trader, reserves the right to extend or amend the General Terms and Conditions of Business at any time.

II. Offer and entry into a contract:

1. Offers by *Garnelaxia* are subject to confirmation and non-binding.
2. Dimensions, weights, images, drawings or other documents associated with non-binding offers by *Garnelaxia* remain the property of *Garnelaxia* and are only approximate indications.
3. Purchase orders issued to *Garnelaxia* must be confirmed by *Garnelaxia* before entry into the contract or the order, as the case may be, is valid. This is normally done by e-mail. This does not exclude other ways of confirming an order.

III. Scope of Performance:

1. The person ordering one or more products made available by *Garnelaxia* is aware that entry into the contract is only valid upon confirmation following receipt of the order.

Placement of an order does not in any way mean that the purchase contract comes into being on the part of *Garnelaxia*. This relates primarily to articles which, for whatever reason, are suddenly and unexpectedly no longer available, or in the case of deliveries from abroad which cannot be made for whatever reason.

IV. Place of performance:

The place of performance is at *Garnelaxia's* registered office.

Garnelaxia cannot be made liable for damages which may occur during the dispatch of articles unless there is a serious defect in the way the items are packaged. The question of liability in the case of other damage during dispatch is therefore a matter for clarification with the shipping company.

This clause does not apply where goods are collected in person. The goods should be checked immediately after receipt of the delivery.

V. Payment terms:

1. Payment occurs in advance by bank transfer, immediate payment via the Sofort payment network, PayPal, in cash where goods are collected in person or, by arrangement also indicating the surname, by post.

2. The applicable prices are those from the *Garnelaxia* price list. *Garnelaxia* also reserves the right to amend the prices of articles on offer which are then presented on the website (online shop).

Reservations are also made in the case of printing and typographical errors.

VI. Time of delivery and performance:

1. Delivery deadlines or periods not expressly agreed are exclusively non-binding indications. Delays are possible during shipping and depending on the nature of the article ordered.

2. *Garnelaxia* cannot be made liable for delays in delivery which are attributable to the shipping company.

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VII. Shipping costs:

The shipping costs are only shown under [Delivery and Shipping Costs](#)

All prices given are understood as being in euros (€).

VIII. Retention of title:

Garnelaxia retains title to the goods or services performed until payment in full. *Garnelaxia* may sue for monetary payments not made by the agreed date.

Normally the outstanding amount should be settled by bank transfer or PayPal. The customer is also aware and accepts that an order made, even via the online shop, takes effect as a legally valid purchase contract.

IX. Final provisions, applicable law, jurisdiction clause:

1. The relations between the contractual parties are regulated exclusively under the laws of Austria. The contractual parties are deemed to be *Garnelaxia* and its respective customer.
2. Should a clause mentioned in the General Terms and Conditions of Business be or become invalid, the contract is not thereby rendered invalid. Rather, a similar clause will be used, to the extent permitted by law, to replace the invalid clause. The contract may be amended at any time.

By placing your order you accept *Garnelaxia's* terms and conditions.

Links:

Garnelaxia does not adopt as its own any of the links provided on the website to other web pages and their contents. In so doing, *Garnelaxia* also does not take responsibility for the contents of the web pages of third parties.

Brand names:

Brand names, pictures and logos not belonging to *Garnelaxia* are also not adopted as its own. They are used solely for the presentation of the products offered, which are linked with the product names given.

All brand names are registered trademarks of the relevant owners.

Withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us:

Garnelaxia
Matthias Jesenko
Spengergasse 25/A15
1050 Wien

Tel.: 0676 950 48 59
Mail: garnelaxia@gmx.at

... of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached [model withdrawal](#) form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us.), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the good, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Exception clause

For live goods as well as specially for the customer produced/ordered products, opened software, lamps and perishable goods (e.g. fresh food, plants, frozen food) the withdrawal doesn't count.

End of the Notice of Withdrawal