

# General Terms and Conditions

Elias Hohl – ATU74252989 – ehtec.co



## 1. Scope

1. These general terms and conditions apply to all deliveries, work and other services performed by our company.
2. By accepting our goods and services, the customer accepts these conditions.
3. The customer's terms and conditions are not recognized, even if they are not expressly contradicted.
4. Conditions that deviate from these general terms and conditions must be expressly confirmed in the contract.

## 2. Conclusion of contract

1. Inquiries from customers to us are always non-binding.
2. All our offers and prices are non-binding.
3. Unless explicitly stated otherwise, all of our prices are exclusive of VAT and shipping costs, which are additionally charged.
4. By placing an order via the ehtec.co website or by email, the customer submits an offer for the conclusion of a purchase contract for which he is liable to pay.
5. A contract is considered to be concluded if the customer receives an order confirmation by email or by post after placing his order.
6. After placing an order via the ehtec.co website, the customer will receive an electronic notice of receipt of order. This is not an order confirmation. The order confirmation will be sent at a later time.
7. We do not accept orders by phone.

## 3. Payment

1. Basically, the following payment options are available to our customers:
  1. Prepayment
  2. Credit Card
  3. Paypal
  4. Klarna

5. Invoice
2. We may limit these payment options at any time.
3. Unless otherwise agreed, the payment method is prepayment.
4. For security reasons, the ehtec.co online shop is limited to a maximum order value of EUR 1000 net. Orders that exceed this value can be placed by email.

#### **4. Delivery**

1. Unless otherwise agreed, the goods are sold as EXW in accordance with INCOTERMS® 2020.
2. Pick-up is only possible by appointment.
3. Unless otherwise agreed, additional shipping costs will be charged for desired shipping.
4. Unless otherwise expressly agreed, the goods will be sent by a shipping service provider of our choice.
5. Delivery periods are generally to be understood as non-binding, unless expressly agreed otherwise.
6. Each delivery period begins on the day the customer receives the order confirmation.
7. We set our binding delivery period at 3 months, unless expressly agreed otherwise. From this point on, the goods must be handed over to the shipping service provider or, in the case of self-collection, must be ready for collection. If at this point in time we are unable to deliver the goods, the customer is entitled to withdraw from the contract - regardless of his legal rights. If partial deliveries have already been made, this authorization only applies to partial deliveries that have not yet been made.
8. All import and export costs for delivery are borne by the customer. The customer has to inform himself about the legal situation in his country. We accept no liability and will not refund any money if the customer orders products that are not allowed to be imported into his country and are therefore confiscated by the customs there.

#### **5. Transfer of risk**

1. The risk of damage or loss of the goods is transferred to the customer upon delivery.

#### **6. Retention of title**

1. We reserve ownership of the goods until the purchase price has been fully paid.

#### **7. Warranty**

1. Apart from legal regulations, we offer our customers a goodwill right of return that lasts 30 days from receipt of the goods, unless expressly agreed otherwise. This excludes all products made to customer specifications.
2. Unless otherwise specified, each of our products has a warranty of 1 year.

3. During this time, we will, at our option, carry out all necessary repairs, deliver a replacement or refund the full purchase price if the damage is demonstrably due to an error caused by us.
4. The customer has to report all defects immediately.

**8. Liability**

1. All liability claims are excluded unless there is gross negligence on our part.
2. Liability for information and advice is excluded, unless a fee has been agreed.

**9. Place of jurisdiction**

1. The competent court at our headquarters, the district court of Graz-West, is solely responsible for deciding all disputes arising from the contract - including those regarding its existence or non-existence. The contract is subject to Austrian law excluding the referral standards. The application of the UNCITRAL agreement of the United Nations on contracts for the international sale of goods is excluded.

**You can reach us using the following contact details:**

Address:

*Elias Hohl*

*Strasserhofweg 103*

*8045 Graz*

*Austria*

*Phone: +43 681 812 026 85*

*Email: [elias.hohl@ehtec.co](mailto:elias.hohl@ehtec.co)*