

KATHARINA HÖPPEL

GTC 2021 - ONLINE SHOP

valid from 01.03.2021 | translation of the applicable AGB in german language

1. APPLICABILITY | GENERAL TERMS

1.1. Katharina Höppel (hereinafter: „artist“, „I“, „me“) shall provide her services exclusively on the basis of the following General Terms and Conditions (GTC). They shall apply to all legal relationships between the artist and the customer, even if they are not explicitly referred to. The GTC shall exclusively apply to legal transactions with entrepreneurs, i.e. B2B transactions. It shall be pointed out specifically that there are special regulations for entrepreneurs and businesses.

1.2 The version applicable at the time of conclusion of contract shall be relevant. Deviations from these GTC and other supplementary agreements with the customer shall only be effective if they have been confirmed by the artist in written form.

1.3 Terms and conditions of the Customer, if any, shall not be accepted, even if the Agency knows them, unless expressly agreed otherwise in writing on a case-by-case basis. The artist expressly objects to GTC of the customer. No other objection of the artist to the customer's GTC shall be required.

1.4 The customer will be informed about adaptations and amendments of the GTC they shall be deemed agreed unless the Customer objects to the amended GTC in writing within 14 days; in the information the Customer will be expressly informed about the changed paragraphs and the consequence of silence on his part. This consent fiction is not applicable to essential changes in service and content, as well as payment.

1.5 If any provisions of these General Terms and Conditions are ineffective, the binding nature of the remaining provisions and the contracts concluded on the basis of the same shall not be affected. The ineffective provision shall be replaced by an effective provision which comes as close as possible to the meaning and purpose of the ineffective one.

1.6 Contracts between the artist and businesses and all deriving reciprocal rights and duties, as well as claims between the artist and entrepreneur/business are subject to Austrian substantive law and shall apply to the exclusion of its conflict of laws principles and excluding the UN sales law.

1.7 For all transactions between artist and entrepreneur/businesses place of jurisdiction for all matter of conflict and subjects of the contract the venue shall be the competent court for the seat of the artist. Regardless of this the artist is however entitled to sue the business/entrepreneur at its general place of jurisdiction. Place of fulfilment is the seat of the artist.

2. CONCLUSION OF CONTRACT

2.1. The presentation of products in the Webshop are not to be considered a binding offer by law. This is simply a request to the customer to make an offer.

2.2 The order of a customer is considered an offer. A contract applies only after accepting this by the artist. An order is only possible if all necessary fields in the form are filled out. Fields, which are not necessary for the fulfilment of the order are marked with the text "(optional)". If any of this information is missing or the artist cannot fulfill the offer for any reason, the customer will receive a error message. Before the order is finally placed, the customer receives the option to correct it. The customer will receive additional information directly in the process of ordering online.

2.3 After receiving the order, the customer will receive a notification to the provided E-Mail Address for the placement of the order. This notification of the order is not yet a confirmation of the acceptance of the offer of the client by the artist.

2.4 The offer is accepted when the ordered goods are dispatched.

2.5 The customer is bound to his order for two days after the receipt of the order confirmation by email. The statutory right of withdrawal (right of withdrawal) remains unaffected.

2.6 The sales contract is saved. If the customer wants to print out the contract after placing his order, he/she can contact the artist: katharina.hoeppel@gmail.com

2.7 The language of contract is primarily german. The English Version is a translation of the German original contract.

3. PRICES, SHIPPING & PAYMENT METHODS

3.1 All prices are total prices, meaning they include all taxes, Ust. and expenses, but the cost for shipping & packaging. With a delivery into non EEA-states the customer has to pay for Import and Export fees including all applicable customs duties, charges and additional taxes.

3.2 The following payment methods are accepted: Paypal, bank transfer or on account.

3.3 For contracts between the artist and customers who are also entrepreneurs, in case of shipment, the risk of accidental deterioration and the accidental loss of the goods shall pass to the buyer as soon as the products were handed over to him or to the persons/company determined for shipment.

4. DUE DATES, PAYMENT, DELIVERY & INTEREST ON ARREARS

4.1 If no other method of payment has been agreed upon, the customer agrees to pay the full price of the purchase price upon receiving the order confirmation. The goods will only be delivered after the full amount has been received on the artist's bank account.

4.2. If not agreed upon otherwise, the purchase will be delivered 30 days after the confirmation of the signed contract. When paying in advance, the delivery period begins with the appearance of the full amount in the artist's bank account. Eventually altering delivery times will be expressly pointed out on the specific product page or the artist will send notice about the changes.

4.3 The product will be delivered, if not agreed upon otherwise to the address provided by the customer. If this is not possible, because the delivered products cannot be put through the door, house or flat entrance or stairs, or because the client is not present at the date/time of delivery even though the time and date of delivery were announced within a reasonable time, the client will be charged for the cost of unsuccessful delivery.

4.4 For contracts between artist and customers, who are consumers the following is applicable: Even with late payment through no fault of their own the artist is permitted to charge interest for late payment of 4% per year; this does not affect claims for compensation for the proven higher interest incurred by the artist in the event of default in payment by the customer.

4.5 For contracts between the artist and customers who are entrepreneurs/businesses the following is applicable: With late payment of the customer statutory default interest as defined for entrepreneurial transactions define the height of additional payment. Furthermore the customer in case of late payment, agrees to compensate for the collections-expenses, as necessary for appropriate legal prosecution necessary. This encompasses the cost of two written reminders to an amount usually charged, at the moment € 20,00 for each reminder as well as a written payment reminder by a lawyer commissioned to take care of the late payment processing. The assertion of any further claims or rights is excluded of this.

5. RETENTION OF TITLE

Until complete processing of payment, the product remains property of the artist.

6. WARRANTY

6.1 For contracts between the artist and those customers who are consumers the mandatory statutory regulations are applicable. With the delivery of moving things this duration of warranty lasts for 2 years from acquisition.

6.2 For contracts between the artist and those customers who are entrepreneurs/businesses this is different as described in the following: The warranty is valid for 6 months after delivery. The customer has to announce deficiencies immediately, in any case within 8 days after delivery through the artist, hidden deficiencies within 8 days after recognizing the same in written form by describing the deficiency. Otherwise the delivery is considered approved. In this case the assertion of warranty and damage claims as well as the right to the avoidance of errors due to defects are excluded.

In the case of justified and timely notification of defects the customer has the right to have the delivery exchanged or improved by the artist. The artist will fix the defects within a reasonable time, during which the customer will make possible all activities of the artist to examine the deficiencies and set the steps to compensate for or repair them. The artist has the right to refuse the improvement if they are impossible, or bound disproportionately high effort for the artist. In this case the customer is entitled to the statutory measures of conversion or reduction. In the case of improvement, it is up to the client to submit the defective (physical goods) and carry it out at his own expense.

The right to recourse against the artist according to Section 933b (1) of the AGBG expires one year after delivery/service. The customer is not entitled to withhold payments due to complaints. The presumption regulation of § 924 AGBG is excluded.

6.3 Claims based on the statutory warranty regulations and other complaints may be asserted by contacting the provided addresses referred to in the Impressum/Legal Terms.

7. LIABILITY | PRODUKT LIABILITY

If the customer is an entrepreneur/business in cases of slight negligence the artist and her employees, contractors or other fulfillment assistants ("people") are not liable for property and financial losses of the customer, regardless of whether it is immediate or indirect damage, lost profit or consequential damage, damage due to delay, impossibility, positive breach of contract, negligence when concluding the contract, due to inadequate or incomplete performance. The injured party has to prove gross negligence in case. As long as the artist's liability is excluded or limited, this also applies to the personal liability of her "people". Any liability of the artist for claims that are raised against the customer on the basis of the service provided, is expressly excluded if Katharina Höppel has complied with her notification obligation or it was not recognizable to them, whereby slight negligence does not harm. In particular, Katharina Höppel is not liable for litigation costs, the customer's own legal costs or the costs of the publication of judgments, as well as for any claims for damages or other third party claims; the customer has to hold Katharina Höppel harmless in this regard. Claims for damages by the customer expire six months after received notification and knowledge of the damage; at least after three years from the artist's act of infringement. Claims for damages are limited in amount to the net order value.

8. RIGHT OF WITHDRAWAL & EXCLUSION OF THE RIGHT OF WITHDRAWAL

8.1 The term "Rücktrittsrecht" used in Austria corresponds to the term "Widerrufsrecht", used in Germany and the English term "right of withdrawal".

8.2 This right of withdrawal is exclusively valid for transactions between the artist and consumers.

8.3 For goods which are designed accordingly to specifications of the customer and uniquely adapted to his/her individual needs, the right of withdrawal is not applicable.

8.4 For goods, which can spoil quickly, whose expiration date has been exceeded quickly, the right of withdrawal is also not applicable.

8.5 For newspapers, magazines, oder other papers (with the exception of subscription contracts) the right of withdrawal is also not applicable.

8.6 For goods, which are sealed for delivery for the purpose of health safety or which, for hygienic reasons are not suitable for return, the right of withdrawal is also not applicable, if the delivered sealed good has already been opened.

BEGINNING OF THE CANCELLATION POLICY FOR CONSUMERS

Information on exercising the right of withdrawal in the case of a sales contract for the delivery of one or several goods in one shipment or several goods in several partial shipments as part of a single order or one goods in several partial shipments or pieces.

INSTRUCTION FOR THE RIGHT OF WITHDRAWAL

RIGHT OF WITHDRAWAL

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods (or the last goods or the last partial shipment or the last piece);

To make use of your right of withdrawal you have to provide me with name, address and if available telephone number and e-mail address with the filled out form, a clear explanation informing me (e.g. in a letter sent by post) about your decision to withdraw from this contract. For this you may make use of the attached form, which is not compulsory though.

To meet the withdrawal deadline, it is sufficient for you to send notification that you are submitting the explanation for making use of the right of withdrawal before the withdrawal period has expired.

CONSEQUENCES OF WITHDRAWAL

If you withdraw from this contract, I will pay back all the payments that I have received from you including delivery costs (with the exception of the additional costs arising therefrom your decision of using a different type of delivery than the cheapest one offered by as a standard delivery), immediately and within fourteen days at the latest to be repaid after the day on which I received notification of your cancellation of this contract. For this repayment I make use the same means of payment that you used for the original transaction, unless something else was expressly agreed upon with you; In no case you will be charged any fees for this repayment.

I can refuse the repayment until I have received back the goods or until you have provided evidence that you have returned the goods, whichever is earlier. You must return or hand over the goods to me immediately and in any case no later than fourteen days from the date on which you informed me of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the immediate costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods.

END OF THE CANCELLATION POLICY FOR CONSUMERS

9. CONTACT INFORMATION

Katharina Höppel, MA

new entrepreneur | Multimedia Arts & Performance, Text & Illustration

Address: Studio: Himberger Straße 7, 2322 Zwölfaxing | AUSTRIA

E-Mail: katharina.hoeppel@gmail.com

www.katharinahoeppel.at is the URL, Website and Online Shop for the presentation of my work.

ALTERNATIVE DISPUTE RESOLUTION

Consumers have the option to contact the Online the Online-dispute-resolution platform of the EU:

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

WITHDRAWAL FORM

Complete and return this form only if you wish to withdraw from the contract.

TO:

Katharina Höppel
Studio: Himberger Straße 7, 2322 Zwölfaxing | AT
katharina.hoeppel@gmail.com

CANCELLATION NOTICE

I/We (*) _____ hereby give notice that I/We (*) _____
withdraw from my/our _____ contract of sale of the following
goods/services(*):

Ordered on (*) _____ /received on _____ (*)

NAME OF THE CONSUMER/S

Address of the consumer/s

Signature of the consumer/s

Date (DD.MM.YYYY)

(*) delete as applicable