

General Terms and Conditions

As of February 2009

Validity

For the business connections between Mag. Jörg Schönberger, in the following www.wollerei.at, and the customer the following terms and conditions are applicable – the valid version being the one from the date of order. Any other conditions are only valid if it is agreed on in writing with www.wollerei.at.

Conclusion of contract

Our offers on the website www.wollerei.at or in product folders are subject to alteration and represent an invitation to the customers for placing their offers with us. The order of the customer represents an offer to the conclusion of a sales contract to us. The customers commit themselves to a confirmed acquisition of the selected goods by clicking the order button. When you order at www.wollerei.at, we send an e-mail to confirm the receipt of your order (confirmation of order). This confirmation of order constitutes the acceptance of the customer's offer by www.wollerei.at.

Execution of contract

We try to deliver within 30 days. Yet, a 60 day period is estimated; the customer will be informed if the 30 days are exceeded.

Terms of payment

Payment is to be executed in advance without any deduction via bank transaction or PayPal. The calculation is done in Euros. On default of payment interest payable on arrears are being calculated with 2% p.a. above the current EURIBOR. The holdback or deduction of payments due to claims of the customer or the calculation with such is only authorised when www.wollerei.at has acknowledged them in writing or if they have been legally acknowledged in court.

Delivery

The delivery is being executed within the period noted with the article from the date of receipt of payment. In case an article cannot be delivered within this period, the customer will be informed immediately about the new delivery period. In this case the customer is reserved the right to withdraw from the order without any liability for costs and must do so at the postponement's notification.

Dispatch

The delivery of the goods is per mail or dispatch department. In case the customer refuses to accept the delivery of the ordered products or in case of withdrawal of contract by not collecting the goods within 14 days by the customer, www.wollerei.at is authorised to charge a contribution towards expenses to the value of 15% of the gross sum of the bill for the extras.

Prices

All prices include the applicable value added tax. Prices are valid for two months from the date of acknowledgement of order. In case longer periods of delivery have been agreed, the prices valid on the date of delivery are charged.

Misprints / data errors

There is no liability for misprints in our printed advertisements or for data errors in our online-shop.

Liability for defects / warranty claims

If not otherwise stated the legal warranty periods are applicable. There is no liability for warranty claims if the defects are due to an improper use or an exceptionally rough handling of the product by the customer, nor is there liability for parts subject to wear and tear. In case of a legitimate warranty claim, www.wollerei.at reserves the right to either repair the defect, replace the product or refund the retail price in the form of a voucher.

Right of withdrawal

Customers who are consumers according to the consumer protection law have the right to cancel a contract entered by distance selling within 14 days of receipt of the goods. It is sufficient to post the withdrawal within the two weeks period without any further reasons. Saturdays, Sundays and holidays count as regular days within the withdrawal period. Yet there have to be 7 working days (except Saturdays, Sundays and holidays) at your disposal. In case of withdrawal, a full or partial refund of the retail price can only be processed after we have received the goods back from the customer. The costs for the return have to be covered by the customer. Should the package be sent unfranked, www.wollerei.at is authorised to keep back the corresponding amount or charge it. The goods have to be returned in an unused and resellable condition in the undamaged original packing. Products that show signs of use or whose packing is damaged will be refunded only partially in terms of the appropriate amount for a reduction of value by www.wollerei.at. The same procedure applies in case of an incomplete return of the goods or missing equipment. There is no right of withdrawal for books and knitting patterns.

Reservation of proprietary rights

All products sent to the customer remain property of www.wollerei.at until the payment of the full price.

Data protection

Personal data of the customer is only requested, saved and used as necessary for the execution of contract and are only available for www.wollerei.at and no third party.

Place of performance and jurisdiction

Place of performance and jurisdiction for both parties is Eisenstadt, Austria.

Applicable Law

The applicable law is Austrian Law only, to the exclusion of the CISG.

Supplier identifying information

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