

TERMS AND CONDITIONS of mano design

1. GENERAL

a) These General Terms and Conditions apply to all deliveries of goods made by mano design as a result of orders placed on the internet in the version in force at the time of the respective order. By placing an order, the customer accepts these terms and conditions as well as the terms of delivery and payment which are an integral part of these terms and conditions, which can be found daily on the homepage www.manodesign.at.

b) Modifications or additional agreements must be in writing and confirmation to be valid and only apply to the individual business case.

c) Contractual terms and conditions of the customer are expressly contradicted.

2. CONCLUSION OF THE CONTRACT

Our offers are non-committal and non-binding. The contract between the customer and mano design comes about only through an order of the customer and its acceptance by mano design. The customer places the order through an online order. All mandatory fields must be completed. The acceptance takes place by a confirmation of the order per e-mail or by a corresponding confirmation letter.

3. PRICES

The indicated sales prices contain the legally prescribed value added tax in Austria, but not the shipping costs.

The shipping costs are calculated according to the actual costs. Please note that in addition to shipping costs, customs duties and fees for a shipment may apply. This is also the responsibility of the customer.

4. DELIVERY AND RESERVATION OF AVAILABILITY

a) The goods are shipped at the risk and expense of the customer to the delivery address specified by him when placing the order. The delivery method by post or private delivery service is considered approved. If the goods are despatched by mano design at the request of the buyer, the risk of accidental loss or accidental deterioration of the goods shall pass to the buyer. This applies regardless of whether the shipment of goods from the place of performance or who bears the freight costs.

b) Our order confirmations are always subject to availability. The products put up for sale by mano design are generally produced in limited editions or as small series. In individual cases, it may happen that a product at the time of ordering is not available immediately. If this is the case, the customer will be informed immediately. Failure to comply with the delivery dates shall in any case only entitle the customer to assert the right of withdrawal if mano design does not carry out the delivery despite the written approval of a grace period of at least three weeks.

c) In the case of unforeseeable circumstances, such as cases of force majeure, technical disorders, official intervention, transport and customs clearance problems, transport damage or labor conflicts, the delivery time is extended by the duration of the disability.

5. RIGHT OF WITHDRAWAL

The customer can revoke his contract explanation within 8 days in writing (also by e-mail) or by return of the order. The period begins at the earliest with receipt of the goods and this instruction. In order to maintain the cancellation period, the timely dispatch of the revocation or the goods is sufficient. The revocation must be sent to:

Hedwig Rotter - mano design

Grundsteingasse 36/1-3

A-1160 Wien

office@manodesign.at

In the case of an effective cancellation, the mutually received benefits must be returned. If the customer can not return the received goods in whole or in part or only in a deteriorated condition, he must pay compensation to mano design insofar. In the case of cancellation, the customer is obliged to return the goods with sufficient postage to mano design. The value of the returned goods will be refunded.

6. PAYMENT CONDITIONS

a) The customer can make the payment in advance (transfer before shipment).

Prepayment: You transfer the amount plus shipping costs to:

Hedwig Rotter

DIE ERSTE

A-1160 Wien, Thaliastraße 58

IBAN: AT722011131034408758

BIC:GIBAATWWXXX

The shipment of the ordered goods takes place only after the amount has been credited to the account of Hedwig Rotter.

b) Delay: With your order, you note that in the case of late payment, mano design will be charged 8% default interest per annum and mano design can use the help of a collection agency and that you will be liable to mano design for any resulting costs as well as for those of other legal action.

7. TRANSPORT DAMAGE / DEFECTS

The customer is obliged to examine the goods immediately upon delivery both for damage and for obvious defects. Damaged shipments must be reported to the deliverer (post, DPD, DHL, UPS etc.) without delay. The claim can only be made by the recipient on site. If this is not done, mano design must reject a claim settlement. Other defects are to be reported to mano design in writing within 7 working days after receipt of the goods. Excluded are minor color and design deviations from the products shown in the shop, which are due to the color reproduction or craftsmanship.

8. LIABILITY

Damage and reimbursement claims of the customer, regardless of the legal reason, are excluded.

9. INDUSTRIAL PROPERTY RIGHTS / COPYRIGHT

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10. RETENTION OF TITLE

Until full payment of the purchase price including all additional charges, the delivered goods remain the sole and unrestricted property of mano design. Until then, they are only a good entrusted to the customer, which may neither be sold nor pledged, neither given away nor lent. The customer is not entitled to dispose of these goods without the prior express consent of mano design and bears the full risk for the goods entrusted to him in all respects, in particular the risk of loss and deterioration. mano design is entitled to demand the return of the goods in his possession. The customer hereby waives the assertion of a retention.

11. DATA PROTECTION

The data is used by mano design exclusively for contract management and for the maintenance of ongoing customer relationships. Your personal data and all order information will be treated confidentially and will not be passed on to third parties.

12. APPLICABLE LAW

The contractual relationship between mano design- Hedwig Rotter and the customer is exclusively governed by Austrian law.

13. PLACE OF PERFORMANCE AND JURISDICTION

The place of performance for all obligations arising from the contractual relationship is Vienna. The place of jurisdiction of Vienna is agreed with merchants and legal persons under public law.

14. FINAL PROVISIONS

Should one or more provisions of these Terms and Conditions be ineffective, this does not invalidate the entire contract. The ineffective regulation will be replaced by the pertinent statutory regulation.