

1. Scope

These General Terms and Conditions of Business (hereafter referred to as the “GTC”) of Vinoble Cosmetics GmbH, Fresing 17a, 8441 Fresing, company number 269931h (hereafter referred to as “VINOBLE”) shall apply in the version valid at the time of the order to all contractual agreements in relation to the www.vinoble-cosmetics.at web shop concluded between VINOBLE and private customers (consumers).

In placing an order, the customer consents to the application of these GTC. VINOBLE expressly objects to the application of any general terms and conditions of business or of purchase of the customer. Any general terms and conditions of business presented by the customer that depart from these GTC shall have no effect, unless their applicability has been expressly accepted in writing.

The Terms and Conditions of Business are available in the www.vinoble-cosmetics.at web shop as a printable PDF.

2. Contractual language

The contractual languages are German and English. All other information and dealings shall be respectively provided or conducted in these languages.

3. Applicable law, jurisdiction and place of performance

These GTC and the contracts concluded with reference to these GTC shall be governed by Austrian substantive law, and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply, unless specified otherwise by the mandatory provisions of the law applicable in the country in which the customer – as a consumer – is resident. The statutory jurisdiction shall apply.

4. Online dispute resolution platform

The EU Commission offers the opportunity for online dispute resolution on an online dispute resolution platform operated by it. This dispute resolution platform is available under the external link <http://ec.europa.eu/consumers/odr>.

5. Conclusion of a contract

All offers of VINOBLE constitute invitations to the customer to make an offer. The offers of VINOBLE are subject to confirmation. It is only possible to place an order if all customer data are provided.

The customer’s order shall constitute a binding offer to conclude a contract. Confirmation of receipt of the order shall be issued by automated email (order confirmation) following submission of the order; this confirmation does not imply contractual acceptance. A contract shall only be concluded upon the confirmation of the order by VINOBLE or actual performance to the customer.

6. Prices, shipping costs, due dates and default

The product prices indicated by VINOBLE at the end of the order process are final prices and include value added tax at the statutory rate along with other packaging, transport, loading, and shipping costs. Value added tax at the statutory rate and other packaging, transport, loading, and shipping costs shall be indicated separately during the order process, although they are included in the end price.

Unless a discount has been expressly agreed to, the customer shall not be entitled to deduct any discount. Unless agreed otherwise, the purchase price shall be payable by the customer at the time of the order.

VINOBLE accepts the following payment methods:

- **PayPal:** The customer will receive instructions regarding the PayPal account to which payment is to be made after placing the order. Payments are processed through the payment services providers PayPal (Europe) S.a.r.l. and Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, and are subject to the User Agreement for PayPal Service, which may be consulted at www.paypal.com or – if the customer does not have a PayPal account – to the Terms for Payments without a PayPal account, which may be consulted at www.paypal.com.
- **Credit Card:** The amount will be debited immediately after the order. Any fees shall be borne by the customer and payments shall be processed through the payment service provider [Stripe](#) Payments Europe, Limited (SPEL), 1 Grand Canal Street Lower Grand Canal Dock, Dublin, D02 H210.
- **Prepayment:** The client will be provided with bank details for the transfer after placing the order.
- **Cash on delivery:** The payment by cash on delivery is only possible in Austria and Germany, whereby a COD charge of € 3.50 for Austria and € 8.50 for Germany applies.

In the event of non-payment, default interest shall be charged at the statutory rate from the time the claim fell due. The foregoing shall be without prejudice to any further (statutory) claims. It shall not be permitted to offset any amounts payable against any amounts owed by VINOBLE, unless the claim is undisputed, has been established with legal effect or is related to the customer's own liabilities.

7. Delivery

VINOBLE shall process the order without undue delay. The goods ordered shall in principle be dispatched – if they are available in stock – within 5 working days of the receipt of payment; further details relating to delivery deadlines will be provided as part of the order process for the goods concerned or shall be agreed upon between VINOBLE and the customer.

If the goods are not held in stock, VINOBLE shall inform the customer of the expected delivery deadline. However, dates and delivery deadlines shall be non-binding and shall only constitute a reference, unless they are expressly declared to be binding. Unless agreed otherwise, delivery shall be made to the delivery address specified by the customer. VINOBLE reserves the right at its discretion to ship orders comprised of multiple items either separately or as a single batch, in particular if the quantities ordered are not all available at the same time. VINOBLE delivers to

addresses in the EU, Switzerland, Liechtenstein, and the United Kingdom. Pickup on site is not possible.

8. Duty to provide information

The customer shall provide VINOBLE with all information and shall state accurately all facts that may be necessary in order to provide the service. Any changes in circumstances, including in particular changes to customer data (name, address and email address) must be reported to VINOBLE as soon as possible.

9. Cancellation policy

Customers with the status of consumers may withdraw from a distance sales contract or from a contract concluded away from business premises within 14 days without any requirement to state reasons. The information concerning the prerequisites for and consequences of withdrawal are set out [here](#).

The right of cancellation shall not apply in particular for orders of the following goods:

- goods that, owing to their nature, are inseparably mixed with other goods following delivery;
- goods prepared according to customer specifications or that are unequivocally tailored to personal requirements;
- goods delivered in sealed packaging that, for health reasons or on the grounds of hygiene, are not suitable for return if the seal has been removed after delivery;
- goods the price of which is dependent upon financial market fluctuations occurring during the cancellation period over which VINOBLE does not have any influence; or
- goods that are perishable or close to their expiry date.

10. Transfer of risk

The general statutory rules concerning the transfer of risk shall apply.

11. Reservation of title

The goods delivered shall remain the property of VINOBLE until all claims arising under the Contract with any basis in law whatsoever have been paid, including interest, any discounts withheld by the customer without entitlement or not recognized by VINOBLE, other costs arising and the like.

For as long as a reservation of title is in place and unless and until all claims have been settled in full, the customer undertakes to treat the goods with due care and to comply with a standard duty of care. The goods may not be pledged or transferred as collateral before they have been paid for in full. Should the goods be impounded or seized or otherwise appropriated by a third party, the customer shall draw that party's attention to the fact that VINOBLE is the owner, inform VINOBLE promptly, and send all information and documents to VINOBLE that are necessary to enforce its right of ownership.

12. Warranty

The general statutory rules concerning warranty rights shall apply. The warranty shall cover the statutory liability of VINOBLE for defects within the goods purchased at the time they were delivered to the customer. Defects that only come to light at a later stage shall not in principle be covered by the warranty. Warranty claims must be brought within a period of two years after delivery, and during the first six months after delivery it shall be the responsibility of VINOBLE to prove that the defect was not present at the time of delivery. In the event of a warranty claim, VINOBLE shall be entitled to rectify the defect or exchange the goods. The customer shall only be entitled to claim a reduction in price or rescission (the complete cancellation of the contract) in the event that rectification or exchange is impossible or would be associated with an unreasonably high cost for VINOBLE, or that VINOBLE is unable to comply with the request for rectification or exchange, or is unable to do so within a reasonable time.

13. Producer guarantee

If a producer has issued a voluntary assurance that the goods will work properly for a particular period of time (producer guarantee), the terms of the relevant producer guarantee shall apply. The terms and conditions and limitations of the relevant producer guarantees may be ascertained from the relevant guarantee terms and conditions.

14. Liability

The general statutory rules concerning liability shall apply. No liability shall be incurred for damage to property in the event of minor negligence. Damage claims shall become time barred within 3 years after the loss and the party responsible became known.

Data protection and information concerning the usage of your data

Vinoble shall comply with the relevant applicable data protection law. It is expressly noted that the name, address(es), telephone and fax numbers, email address(es) and means of payment of the customer of PANTHER will be saved on data carriers for the purpose of automated customer support (accounting, customer file) in relation to the performance of the contract. No customer data will be disclosed to any third parties except where this is necessary in order to fulfill the order (to the delivering shipping company).

All personal data shall be treated in confidence and shall not be made publicly accessible. The data necessary in order to process the transaction shall be stored using automated devices. No personal data will be disclosed to third parties unless this is absolutely necessary for the purpose of performance of the contract.

In the event that the user signs up for the newsletter via email or SMS, they consent to the use of their email address and phone number for advertising purposes. The user may unsubscribe at any time.

In order to ensure that it operates in a user-friendly manner, the website of Vinoble uses so-called "cookies". The user can adjust his/her browser settings so as to be informed regarding

“cookies” and may enable or disable cookies as a general matter. In the event that “cookies” are not enabled this may impair the proper functioning of the website.

The Vinoble website uses the web analysis service Google Analytics of Google Inc. The following text is taken from the Terms of Service of Google Analytics: Google Analytics uses so-called “cookies”; these are text files that are stored on your computer and make it possible to analyze how the website is used by you. The information generated by the cookie concerning your usage of this website (including your IP address) will be transferred to a Google server in the USA and stored at that location. Google will use this information to assess your usage of the website, to compile reports concerning website activities for website operators and to provide further services related to usage of the website and of the internet. Google may also transfer this information to third parties where required to do so by law or in the event that such third parties process these data for Google. Google will not under any circumstance cross-reference your IP address with other data held by Google. You can prevent the installation of cookies through the appropriate settings in your browser software; however, please note that, should you do so, you may not be able to use all functions of this website in full. In using this website you consent to the processing of the data collected in relation to you by Google in the manner and for the purpose described above. Source: Google Analytics Terms of Service.

The user can prevent “cookies” from being stored through the appropriate settings in the browser software. If this is done, it may not be possible to use all functions of the Vinoble website in full. In addition, the user can prevent the transmission to Google of the data collected by the “cookie” relating to his/her usage of the website (including his/her IP address) and the processing of the data by Google by downloading and installing the browser plugin available at the following link <http://tools.google.com/dlpage/gaoptout?hl=de>.

The website operator will automatically collect and store information and IP addresses in so-called server log files, which the user’s browser automatically transmits to Vinoble. These data cannot be allocated to specific individuals. These data will not be cross-referenced with data from other sources. We reserve the right to examine these data at a later stage in the event that we become aware of specific indications of unlawful usage.

The Controller is Vinoble Cosmetics GmbH, A-8441 Fresing 17a. Our Data Protection Officer may be contacted by writing to the above address or to datenschutz@vinoble-cosmetics.at.

The primary purpose for which personal data are processed is the taking of steps prior to entering into a contract, as well as the management and performance of the contract. Your data will be collected and processed for the purpose of processing orders and contracts. It will not be possible to conclude and perform a contract or to process an order without processing your data. Your data will be processed on any of the grounds permitted under the GDPR, including in particular performance of a contract, the pursuit of our legitimate interests and compliance with legal and contractual obligations. We shall obtain your consent before processing particularly sensitive personal data, unless processing is necessary in order to enforce legal rights.

Where necessary for contractual performance or prescribed by law, we may transmit any data required in specific individual cases to recipients charged with particular tasks, such as logistics providers or credit reference agencies, tax advisors, lawyers, courts or prosecuting authorities. We shall not transmit personal data outside the EU.

We shall only store your personal data for as long as and insofar as is necessary for the above-mentioned purposes or as we are obliged to by law. We shall give consideration in this regard to the relevant time barring periods and duties of retention (7-30 years).

You have the following rights where the necessary prerequisites are met: the right to information, rectification, erasure, to complain to the data protection authority and the right to restrict processing and, in the event that consent has been provided, the right to data portability. If processing is based on consent, such as e.g. for dispatch of the newsletter, you have the right to withdraw consent at any time. We shall not process these data any further unless there is any other basis for lawful processing.

On the basis of the information provided by you, we may occasionally decide to inform you according to a fully automated process regarding further products that may be of interest for you. Appropriate measures shall be put in place in order to protect such personal data against misuse.

Intellectual property rights

The services and content offered on the Vinoble homepage and the structure of the homepage are protected by copyright.

All signs displayed, including in particular the Vinoble logo and the company name, are registered trade marks. The homepage may not be altered.

Choice of law, jurisdiction, severability clause

In the event that the legal transaction is not concluded with a consumer, the Parties agree that exclusive jurisdiction shall lie with the courts of Graz with competent *ratione materiae*. For consumers the statutory jurisdiction shall apply.

Austrian law shall apply, and the UN Convention on Contracts for the International Sale of Goods shall not be applicable.

Should any of the individual terms set forth above be or become invalid, this shall not affect the validity of the remaining terms. Any invalid terms shall be replaced by terms that comes as close as possible to the economic purpose of the Contract, taking reasonable account of the interests of both Parties.