



ATU 67823019

## Trade Terms

### GENERAL TERMS AND CONDITIONS OF SALES 12/2022

Information according to ECG § 5 /.1 Austrian E-Commerce-Law (ECG)

BGBl Nr. I 152/2001, Disclosure according to § 25 media law

## General

These Terms and Conditions of Sales apply to the sale and delivery of products by **ps design | Petra Stelzmüller**. The Purchaser agrees to accept these Terms and Conditions when placing an order. The Purchaser's differing terms and conditions will only be valid in case of being signed by **ps design | Petra Stelzmüller**.

## Prices

All prices are gross prices ex Vienna including 20 % VAT, but excluding shipping costs. The prices will apply until revoked. No Austrian VAT is payable on sales to businesses within the EU provided the Purchaser quote its VAT ID, but must pay the VAT in its country of domicile. No VAT will be charged on sales to customers outside the EU. However, the Purchaser will be responsible for duties that are levied by his country of domicile.

## Shipment/ Order Confirmation

The order is deemed to have been accepted when a confirmation mail is sent by **ps design | Petra Stelzmüller** to the Purchaser.

## Shipping Costs

The goods can be ordered online via Click&Collect or be collected directly at the studio.

Shipping within Austria costs EUR 6,00, for orders worth EUR 95,00 or more shipment is free, to Germany EUR 14,00. For all other EU countries plus Norway there is a fixed rate of EUR 19,90. In case of shipping outside the EU customs and other taxes may accrue!

### Exception:

The Insect Hotel „LIVING INSIDE MONDRIAN“ can be delivered or collected via Click&Collect in Vienna only. Due to its condition the article cannot be sent by mail or abroad.

The Side Table „CIRCUS“ is shipped within Austria only.

## Delivery Time

Usually orders are delivered the following day.

Within Austria you should receive your order within 1-2 workingdays.

To Germany shipping usually takes 2-4 workingdays, to other European countries between 4 and 10 days.

The shipment is carried out by an authorized shipping company such as Austrian Post AG, GLS, DPD etc. – on the customer's invoice and risk. Therefore times of delivery depend on the shipping company of choice.

Shipping is handled by the Austrian Post AG at the expense and risk of the purchaser. Delivery times are therefore dependent on the Austrian Post AG. Delays caused through delivery difficulties cannot be excluded.

If **ps design | Petra Stelzmüller** is unable to fulfill an order, or if the order cannot be accepted for any other reason, ps design | Petra Stelzmüller will notify the Purchaser within two weeks of the order. In the event of damaged or incomplete deliveries, the Purchaser must obtain confirmation from the deliverer (f.e. parcel service). If goods arrive at the Purchaser in a defective state,



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despite having been properly packaged, the Purchaser must immediately notify **ps design | Petra Stelzmüller**. Statutory warranty rules shall apply.

Should you not have received your order within that period, please contact me immediately ([kontakt@petra-stelzmueller.at](mailto:kontakt@petra-stelzmueller.at)).

Shipping confirmation via e-mail

As soon as your ordered product leaves our shop, you will receive another e-mail with your tracking code.

### **Payment**

In case of cash in advance the buyer will receive a pro forma invoice from **ps design | Petra Stelzmüller** by use of which the bank transfer can be done. Goods will be shipped when payment has been received. Invoice will be attached.

### **Right of Withdrawal / Refund policy**

The Purchaser may withdraw from the contract without providing reasons within 14 days after receipt of goods by returning the goods and sending a written cancellation notice (fe: email, fax, letter). The goods must be returned **ps design | Petra Stelzmüller** in a resaleable condition, in their original packaging and postage paid. The price minus postage bill will be refunded.

Reconsignment at buyer's costs. If the products have been used, a reasonable charge must be paid for their use. If the goods have deteriorated (e.g. through clear traces of use) or have been lost before being returned, the Purchaser must reimburse their reduction in value or the full value of the goods.

**If you make a special order, it is not possible to change it. (f.e. special flamingo print for parabolic aerial, special pillow designed according to your wishes,..)**

Send the **cancellation notice** to:

Architect DI Petra Stelzmüller

Schmalzhofgasse 22/dg 5

1060 Vienna, Austria

[kontakt@petra-stelzmueller.at](mailto:kontakt@petra-stelzmueller.at)

### **Reservation of Title**

**ps design | Petra Stelzmüller** retains title to the goods until they have been paid for. Copyright and all rights reserved.

### **Place of Jurisdiction**

The place of performance for all clauses of the contract is Vienna. This agreement is governed by Austrian law. The contract documents are available in German and English.