

TERMS AND CONDITIONS – SCHACHENHOFER WINE ESTATE

§ 1 General Outline

The following terms and conditions (GTC) govern the contractual relationship between the Schachenhofer wine estate (referred to as "seller") and the natural persons who use the Internet offer of the winery (referred to as "buyer"). The terms and conditions apply to the use of the website and all subdomains belonging to this domain. In each case, the valid version at the time of the conclusion of the contract is decisive.

§ 2 conclusion of contract

(1) The seller's offers on the Internet constitute a non-binding invitation to the buyer to order goods from the seller.

(2) By ordering the desired object on the Internet, the buyer makes a binding offer to conclude a purchase contract.

(3) The seller is entitled to accept this offer within 14 days by sending an order confirmation. The order confirmation will be transmitted by the seller. After fruitless expiry of the period specified in sentence 1, the offer is considered rejected.

§ 3 Payment, due date, late payment

(1) Payment for the goods is cash on delivery. The payment by cash on delivery is only possible when shipping within Austria. We reserve the right to accept or exclude certain payment methods in individual cases.

(2) When paying in advance, the buyer agrees to pay the purchase price immediately after conclusion of the contract. When paying by cash on delivery, the buyer agrees to pay the purchase price upon delivery of the goods. If payment has been agreed on account, the buyer undertakes to settle the invoice amount within 14 days after receipt of the goods. Direct debit charge will be processed within one week after conclusion of contract and with payment by credit card the debit takes place after dispatch of the commodity.

(3) If the buyer is in default of payment, he has to represent any negligence. He is liable for the performance also for coincidence, unless the damage would have occurred even with timely performance.

(4) The purchase price is subject to interest during the delay. The default interest rate for the year is five percentage points above the base rate.

(5) The assertion of further damage is not excluded.

§ 4 delivery

(1) The delivery takes place by sending the object of purchase to the address provided by the buyer. If buyer and seller agreed on delivery in advance, the delivery period is generally 14 working days after receipt of the purchase price. Otherwise, the delivery period is generally 14 working days after the order confirmation has been sent. This information is not binding, unless otherwise agreed.

(2) The cost of shipping the object of purchase shall be borne by the buyer. For foreign deliveries, unless otherwise stated, the price of packaging and shipping will be charged separately. If the buyer desires a special way of shipment, which incurs higher costs, then he has to bear these additional costs.

§ 5 Retention of title

The object of purchase remains property of the Schachenhofer wine estate until full payment. Pledge, transfer, processing or transformation of products without the express consent of the Schachenhofer wine estate before the transfer of ownership is not allowed.

§ 6 Prices

The price stated in the respective offer for the object of sale is understood as the final price, including any applicable VAT and other price components. The price does not include the delivery and shipping costs.

§ 7 Resignation

(1) The Schachenhofer wine estate is entitled to withdraw from the contract also in respect of an open part of the delivery or service, if false information about the creditworthiness of the buyer have arisen, such as the opening of a Bankruptcy proceedings over the assets of the buyer or the dismissal of such proceedings for lack of cost-covering assets. The buyer is given the opportunity to make an advance payment or to provide a suitable security before resignation.

(2) Without prejudice to any claims for damages, any partial services already provided shall be invoiced and paid in accordance with the contract in the event of partial rescission.

§ 8 Warranty

(1) The Schachenhofer wine estate warrants that the object of purchase is faultless upon delivery. If, within six months of delivery of the object of purchase, a defect in quality arises, it is presumed that it was already defective at the time of delivery, unless this presumption is incompatible with the nature of the object of purchase or the defect. If the material defect does not become apparent until six months have elapsed, the buyer must prove that the material defect already existed when the object of purchase was handed over.

(2) If the object of purchase is defective at the time of delivery, the buyer has the choice as to whether the supplementary performance shall be effected by repair or replacement. The seller is entitled to refuse the type of supplementary performance chosen, if it is possible only with disproportionate costs and the other type of subsequent performance without significant disadvantages for the buyer remains.

(3) If the supplementary performance fails, the purchaser may demand a reduction of the purchase price (reduction) or cancellation of the contract (rescission) as well as damage compensation. For only minor defects, the buyer has no right of withdrawal.

(4) If the Schachenhofer wine estate delivers a defect-free object of purchase for the purpose of supplementary performance, the seller may demand the defective product back.

(5) Claims of the buyer for defects become time-barred after two years, when used goods are sold in one year.

(6) Damage caused by improper or non-contractual measures of the buyer in the event of installation, connection, operation or storage shall not constitute a claim against the seller.

§ 9 Limitation of Liability

(1) The Schachenhofer wine estate shall only be liable for damages caused by injury to life, limb and health insofar as these damages are based on intentional or grossly negligent acts or on culpable violation of a material contractual obligation by the seller or its vicarious agents. Essential to the contract is a duty, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the buyer may regularly rely. Any further liability for damages is excluded. Claims arising from a warranty given by the seller for the quality of the object of purchase and the Product Liability Act remain unaffected.

(2) According to the current state of the art, data communication via the Internet can not be guaranteed without errors and / or at any time. We are therefore not liable for the on-time availability of our Internet shop.

§ 10 Choice of law

All disputes arising from this legal relationship are subject to the Austrian law. For consumers, this choice of law applies only insofar as the granted protection is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence. The validity of UN purchasing law is excluded.

§ 11 Severability clause

Should any provision of these terms and conditions be or become invalid or unenforceable, the remaining provisions of these terms and conditions shall remain unaffected, unless the termination of individual clauses would disadvantage one party so unreasonably that you no longer expect the contract to be held can be.