

Conditions

Contractual conditions in the context of purchase contracts that are concluded via this online shop between Dipl. Ing. Ahmed Musa, Penzinger Straße 125/5, 1140 Vienna - hereinafter referred to as the "provider" - and the respective buyer - hereinafter referred to as the "customer".

§ 1 scope, definitions

1. For the business relationship between the web shop provider (hereinafter "provider") and the customer (hereinafter "customer") only the following general terms and conditions apply in the version valid at the time of the order. Different conditions of the customer are not recognized unless the provider expressly agrees to their validity.

2. A consumer is any natural person who concludes a legal transaction for purposes that can largely not be attributed to their commercial or independent professional activity. In contrast, an entrepreneur is any natural or legal person or legal partnership that acts in the course of the contract in the exercise of its commercial or independent professional activity.

§ 2 conclusion of contract

1. The customer can select products from the range of the supplier and collect them in a so-called shopping cart using the "Add to shopping cart" button. Using the "Buy" button, he submits a binding request to purchase the goods in the shopping cart. Before submitting the order, the customer can change and view the data at any time. The customer can go to the page on which his data has been recorded at any time prior to placing a binding order by pressing the "back button" in the browser. Input errors can be corrected here. The order process can be canceled by closing the Internet browser. However, the application can only be submitted and transmitted if the customer clicks on the button "I have read the general terms and conditions and hereby accept them." accepted these contractual terms and thereby included them in his application. If you have chosen a payment method with immediate payment, the contract is concluded at the time you confirm the payment instruction. If you have chosen the payment method prepayment, the contract is concluded if you receive a payment request with the corresponding bank details from us before the declaration of acceptance. With this request for payment we accept your offer.

2. The receipt of your order is confirmed together with the acceptance of the order immediately after sending it by an automated email. With this email confirmation, the purchase contract is concluded.

3. The provider saves the contract text and sends the order data to the customer by email. The provider's general terms and conditions can also be viewed by the customer at any time at <https://www.india-schmuckkunst.de/AGB>. Past orders can be seen in the customer area under In the private account area

§ 3 delivery, shipping, payment

The period for delivery begins when payment is made in advance on the day after the payment order has been placed with the transferring bank or, for other payment methods, on the day after the contract has been concluded and ends when the last day of the period expires. If the last day of the period falls on a Saturday, Sunday or a public holiday recognized by the state at the place of delivery, the next working day takes the place of such a day.

§ 4 retention of title

The delivered goods remain the property of the provider until full payment has been made.

§ 5 prices and shipping costs

1. The prices stated on the provider's website are final prices plus shipping costs. According to § 19 UStG we do not collect sales tax and therefore do not show it (small business status).
2. The corresponding shipping costs are specified to the customer in the order form and are to be borne by the customer.
3. The goods are shipped by DHL, Logoix or Austrian Post. The provider bears the shipping risk if the customer is a consumer.

§ 6 payment modalities

1. The customer can make the payment using the following methods: advance payment or PayPal.
2. Payment of the purchase price is due immediately upon conclusion of the contract. If the due date of the payment is determined according to the calendar, the customer is already in default by missing the appointment. In this case, he has to pay the provider default interest in the amount of 5 percentage points above the base rate.
3. The customer's obligation to pay default interest does not preclude the supplier from asserting further default damages.

§ 7 warranty for defects, guarantee

1. The statutory warranty rights apply to all goods from our shop.
2. The provider is liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB. The obligation to provide warranty for goods delivered by the provider to entrepreneurs is 12 months.
3. There is an additional guarantee for the goods delivered by the provider only if this has been expressly given in the order confirmation for the respective article.

§ 8 liability

1. Claims by the customer for damages are excluded. This does not include claims for damages on the part of the customer from injury to life, limb, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider, his legal representatives or vicarious agents , Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.
2. In the event of a breach of essential contractual obligations, the provider is only liable for the contractually typical, foreseeable damage, if this was simply caused by negligence, unless the customer's claims for damages result from injury to life, limb or health.
3. The restrictions in paragraphs 1 and 2 also apply to the provider's legal representatives and vicarious agents if claims are made directly against them.
4. The provisions of the Product Liability Act remain unaffected.

§ 9 Notes on data processing

Data protection is particularly important to us. You can therefore find our data protection declaration under a separate link on our homepage.

§ 10 code of conduct

The seller has submitted to the test criteria of Geprüfter Webshop, which can be viewed on the Internet at https://www.gepruefter-webshop.de/files/6214/5260/7929/Pruefkonto_Stand_01.2016.pdf.

§ 11 final provisions

1. The law of the Federal Republic of Germany applies to contracts between the provider and the customer to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. When ordering from consumers from abroad, mandatory regulations or the protection of the respective country of residence granted by judge law remain and apply accordingly.
2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the registered office of the provider.
3. The contract remains binding in its remaining parts even if individual points are legally ineffective. If applicable, the statutory provisions replace the ineffective points. Insofar as this would represent an unreasonable hardship for a contracting party, the contract as a whole will be ineffective.
4. The contract language is German.

These terms and conditions were created by www.gepruefter-webshop.de and are regularly checked for legal certainty. In the event of a warning, Geprüfter Webshop assumes full liability for the legal texts created.