

# General Terms and Conditions

## 1. Preface

The general terms and conditions apply to all offers, orders, deliveries and services of He Design Ltd. – also within the limits of distance sales – in its legal version at the time of the order by the customer. Differing conditions of the buyer and additional verbal agreements or changes are only valid after we agree to them in writing or they are duly authorised by the company. By ordering a product, the buyer agrees to these general terms and conditions and is bound to them. Acts by He Design Ltd. to fulfill the agreement are not regarded as an acceptance of differing contractual conditions. Changes and additional verbal agreements that have been made only apply to individual cases. Our range of products is binding. A customer's order is an offer to finalise a sale contract. The customer is bound to his offer to close the agreement for a reasonable time, but at least for a 8-day period from the time at which the offer is received by He Design.

## 2. Ordering

These general terms and conditions apply to transactions with customers in compliance with the Austrian Consumer Protection Laws, if they do not conflict with compellingly applied clauses of the Consumer Protection Laws.

When an order is sent to us we confirm order receipt and any details by e-mail. This confirmation does not constitute offer acceptance, but merely confirms that the order was received. A sales contract materialises once we dispatch the ordered product to the customer and confirm shipping to the customer with a second e-mail (confirmation of dispatch). Products not included in the confirmation of dispatch are not part of the sales contract. He Design Ltd. is entitled to cancel the contract if there are misprints, miscalculations and typing errors on the website.

## 3. Contract Language

The content of the contract, all other information, customer service, data information and complaint handling is provided entirely in English, or German if ordered in German language.

## 4. Prices

On principle, the agreed sales price for the ordered products consists of the price in the current catalogue, price list or from the web shop. Except where noted otherwise, all prices are free delivered including VAT and including any other charges and shipping costs including import charges. Prices are quoted in EUR. He Design Ltd. reserves the right to recalculate and adapt the price if there are obvious mistakes or shipment has to take place to countries where UPS refuses to deliver or charge extra for such deliveries or where import tax and duties vary substantially from internationally usual rates.

Generally there is no Austrian sales tax for business deals within the EC upon proof of the VAT number of the buyer, who must pay the sales tax in his home country and there are no sales taxes for sales to customers outside the EU, if you wish to import the product yourself and pay the respective national import levy including duties yourself. In such a case you may purchase ex works Vienna or delivered duty unpaid and net of VAT, please contact us to get a quote.

Unforeseen price changes due to higher wages and salaries, shipping fees, insurance fees, tolls and any other charges as well as material and additional costs between ordering and billing entitle He Design Ltd. to increase the sales price by the same amount. No price changes are invoiced in the first 2 months after signing the contract if it is a consumer deal unless it was specifically negotiated beforehand.

## 5. Right of withdrawal in distance selling and return policy

### Right of withdrawal instruction

Customers, who are consumers in terms of the Consumer Protection Laws, are allowed to withdraw from a contract closed in distance selling within 14 days without giving reasons. The period begins with the consumer's receipt of the product. Sending the written cancellation (by post or e-mail) or the product is sufficient. However, Saturdays do not count as working days and we prefer customers to request for a return approval through e-mail, where we will give instructions regarding the preparation of a return shipment. The withdrawal by means of the product's return or by written cancellation must be sent to: He Design Ltd., Josefsteig 106, 3400 Klosterneuburg, Austria, mail: [office@HeKeyrings.com](mailto:office@HeKeyrings.com)

### Withdrawal consequences:

In case of an effective withdrawal, mutually received goods and services and if applicable benefits (e.g. a fee for the object's use) must be returned. Refund of the sales price will only be made upon return of the received products. However, the condition is that the product has not been used and can be resold as new. He Design Ltd. is entitled to compensation if the customer is unable to return the product at all or only partially or only in very poor condition (traces of use, damage, missing accessories etc.). The customer must bear the costs of return shipment and for deliveries outside of the European Union any non-refundable import duties and taxes.

### Exclusion of withdrawal

The right of withdrawal does not apply to distance selling contracts for the delivery of products that are made according to customer specifications or that are tailored to particular needs.

## 6. Delivery

He Design Ltd. reserves the right to change the range of products of <http://www.hekeyrings.com> in terms of content at any time. The prices of our offered deliveries and services as seen in our internet shop do not include third party charges. In exceptional cases in which delivery is delayed, we will contact the customer as soon as the delay is announced, but before the 30-day period, and obtain the customer's approval for later delivery. If the customer does not agree, he is entitled to withdraw from the contract. However, He Design Ltd. is not liable for delays in delivery. The delivery period is accordingly extended in cases of higher powers, such as intervention of authorities, labour conflicts or loss of a supplier who is difficult to replace. In such cases, He Design Ltd. can withdraw from the contract. If He Design Ltd. is not able to deliver the ordered products through no fault of its own due to failure of the supplier of He Design Ltd. to fulfil his obligations, He Design Ltd. is allowed to withdraw from the contract. In this case the customer will immediately be informed that the ordered product is unavailable. The customer cannot demand compensation or subsequent delivery.

The form of shipment is determined by He Design Ltd., shipments are insured and delivered to your door step including import duties and taxes, as long as they do not exceed internationally usual rates. We will inform you before shipment if any additional charges for Import and Taxes apply and request for your approval.

## 7. Delivery period

Delivery usually takes place within a week of order acceptance, however definitely within the statutory delivery period of 30 days from the order date ex stock of He Design Ltd. to the shipping address given by the customer. Deliveries at a fixed point in time must be explicitly agreed upon.

If delivery is not possible because of the fault of the customer he shall bear the costs of unsuccessful delivery.

#### 8. Shipping and handling

All shipments are done by UPS and are insured. We reserve the right to use alternative providers without further notice.

#### 9. Methods of payment

We offer a high degree of shopping convenience and security to our customers. You can choose between following methods of payment.

- Bank transfer before delivery (prepayment)
- Credit card
- Paypal
- Cash upon delivery within Vienna

#### 10. Data protection

Our staff is subject to the non-disclosure obligation of the Data Protection Act. Even the mere matter of communication which has occurred is subject to non-disclosure obligations. Please also see our privacy policy for further details.

The customer gives his consent that all personal data for the processing of orders, delivery of products and provision of services as well as payment processing (including required checks when purchasing on account), accounting and customer evidence may be used and saved, processed and updated by He Design Ltd.. Further information regarding the form, extent, place and reason for the survey, processing and use of personal data by He Design Ltd. which is required for ordering and registering an e-mail account and transmitting an online review can be found in the data protection statement. Customer data are not passed on to third parties unless absolutely necessary for the implementation of the contract. (Our partner companies also comply with the Data Protection Law.)

#### 11. Reservation of proprietary rights, warranty, liability, guarantee

Delivered products belong to He Design Ltd. until full payment (including interest and legal costs). Products cannot be pawned, assigned by way of collateral or in any other way given to third parties without written consent of He Design Ltd. During the existing reservation of proprietary rights, the customer must maintain the product at his own expense. If the product is resold before the purchase price is paid, the proceeds or the asking price are deemed to be ceded to He Design Ltd.. The buyer must pay He Design Ltd. immediately in a separate deposit and inform his purchaser of the release of covenant. In case of default of payment, He Design Ltd. is entitled to retrieve the product without prior notice at the buyer's expense; He Design Ltd. is furthermore entitled to withdraw from the contract. The customer is obligated to deliver.

Should the product be seized or confiscated or in any other way exposed to third parties, the customer must immediately inform He Design Ltd. in writing and undertake, on his own, all necessary actions to safeguard the proprietary rights of He Design Ltd.

The assumption of faultiness according to § 934 Austrian Civil Code is excluded towards a contractor. The contractor must immediately check the product for defects and in the event of defects or claimed incomplete execution, must inform He Design Ltd. in writing within 24 hours after delivered by a shipper. Defects must be recorded on the delivery certificate/consignment note. Any other defects have to be disclosed within 3 days after detected. Otherwise the product is regarded as approved. Special promotional offers are non-returnable. He Design Ltd. does not warrant any defects resulting from improper use, from repairs that were not approved by He Design Ltd., due to compliance with ecological

standards or in case of late payment by the buyer. In particular, colour deviations of samples or from batch to batch are possible due to different materials/machines. They do not cause any defects. He Design Ltd. must immediately be informed of any defects that have occurred. If a consumer transaction is not involved, He Design Ltd. may choose to either repair the occurred defect itself within an appropriate time frame or allow a third party to solve it or provide a replacement. Repeated improvement efforts are permitted. During the period of grace, the contractor is not allowed to have a third party repair the defects without the consent of He Design Ltd. Replacement or improvement does not extend the warranty period. The consumer is not subject to any limitations within the legally possible warranty remedies.

Any gratuitous services that are carried out by He Design Ltd. after the expiration of the warranty period are done in goodwill and do not acknowledge a possible warranty claim or any other claims of the consumer.

He Design Ltd. is not liable for slight negligence. This also applies to personal liability of employees, salesmen and servants of He Design Ltd. This does not apply to personal injuries or consumer transactions for damage to objects accepted for processing. Compensation for subsequent damages and pure financial losses, lost profits and damages resulting out of third party claims is excluded.

The amount of a possible claim is limited to the respective net contract value. He Design Ltd. is not liable for any damages that the customer could have avoided by reasonable measures such as contract-compliant use or change of the products or complying with the instruction manual.

## 12. Applicable law, legal venue

All contracts are subject to substantial Austrian law, explicitly excluding the UN laws regarding International Sale of Goods and the international reference provisions. The regional court of Korneuburg is solely responsible for all disputes resulting from the respective contractual relationship.

## 13. Place of fulfilment

The place of fulfilment for all services resulting out of the contract is our company's domicile.

## 14. Copyright

All news, graphics and in particular designs of products and the design of the website of He Design Ltd. is protected by §4 and §§87a ff. of the copyright law and are solely for the personal information of our customers. Use is at own risk.

The reproduction, copying and printing of the entire website is not allowed. Any further adaptation, duplication, distribution and/or public reproduction exceeds common use and violates copyright law.

Concepts, samples, catalogues, brochures, images and similar items always remain under the ownership of He Design Ltd.. The customer does not acquire any rights of use or exploitation. The resale of products that are subject to sample or trademark protection require the explicit approval of He Design Ltd.

## 15. Arbitration board

We voluntarily acknowledge arbitration decisions of the Austrian Internet ombudsman, who was appointed by the Federal Ministry of Social Welfare and Consumer Protection, as well as the Austrian Federal Chamber of Employment, as a means of out of court settlement of disputes.

Internet Ombudsman, 1050 Wien, Margaretenstraße 70/2/10, [beratung@ombudsmann.at](mailto:beratung@ombudsmann.at), [www.ombudsmann.at](http://www.ombudsmann.at)

#### 16. Other information

If individual clauses of this contract should be or become invalid, refutable or ineffective in any other manner, the remaining clauses of this contract shall not be affected. The ineffective clause shall be replaced with a clause which comes closest to its economic content and the contractual purpose. This also applies to the completion of contractual gaps with an aforementioned additional contractual interpretation.