

## **COT - Terms and Conditions of Trade by Peter Mathis Photographs KG for Purchase of Books.**

Our Webshop is exclusively designed for the end-user.

If you are a book seller or any retailer, contact us directly for information about our conditions.

### **Address of company:**

Peter Mathis Photographs KG, Erlachstrasse 45,6845 Hohenems, Austria

Commercial Register: FN 220557 z, Responsible Court: Landesgericht 6800 Feldkirch

European VAT No: ATU 52796504

Your contact person: Ms. Gudrun Fenkart

P: +43-(0)5576-75083 – F: +43-(0)810 9554 019803 - E-Mail: [office@mathis-photographs.com](mailto:office@mathis-photographs.com)

(The functional conditions of the telecommunication regulations of the client are applicable.)

**1. Scope of the General Business Terms and Conditions:** Peter Mathis Photographs KG provides its services for the sales of books exclusively on the basis of the following General Business Terms and Conditions. They are applicable for all order types (written, telephonic, fax and online purchase orders). With the order issuance, the customer recognises its applicability.

**2. Contract conclusion- correction option:** The purchase order of the customer constitutes an offer. A purchase order is possible only if all the mandatory fields, identified with \* in purchase order form are filled. If the details are missing or if we cannot fulfil the purchase order due to other reasons, the customer shall receive a notification. Before the final dispatch of the purchase order, the customer shall have the option of correcting his purchase order. The customer shall receive the supporting detail information directly with reference to the purchase process. As soon as the purchase process is concluded, the customer receives a notification through an info window "Your purchase order is concluded and has been successfully dispatched". However, this does not state any acceptance of the customer's offer.

A contract comes into existence only after acceptance by us, latest with the dispatch of goods.

**3. Receipt confirmation:** When the purchase order is fulfilled by us, the customer receives a notification about receipt of his purchase order to his specified e-mail address. This confirmation does not state any acceptance of the customer's offer.

**4. Contract saving:** We do not retain the purchase contract. The customer should print the contract text himself, if required.

**5. Contract languages are:** German and English.

**6. Rejection of purchase order:** If we cannot fulfil the purchase order of the customer due to some reasons, the customer is notified of the same by e-mail.

**7. Delivery Time / Date of Delivery:** We endeavour to adhere to indicated delivery times and/or dates. Exceeding the delivery time or delivery dates by up to one week shall be deemed to be approved. Breakdowns in our company and events of force majeure, strikes, interruptions or delays and similar events with us or our dispatch partners release us from our obligations to deliver. Times or dates indicated refer to the delivery ex our company. If a shipment is delayed, cancellation shall not be permitted.

**8. Prices:** All prices are in Euro (EUR) including Value Added Tax. The prices at the time of order apply.

Successive deliveries are not possible.

Scope and facilities of our books are listed in detail in the Webshop. The information is available to the customer before a possible order.

**9. Dispatch costs:** All prices are in Euro (EUR) including Value Added Tax. The prices at the time of order apply.

Successive deliveries are not possible.

All prices, unless otherwise agreed upon, are inclusive of all taxes including VAT and duties, dispatch costs,

In case of a delivery to a non-EWR country (third country), the customer shall bear all possibly incurring custom duties, charges and duties.

We deliver by GLS, UPS, Post-dispatch or any other provider of our choice.

**10. Payment:** You can pay by Paypal, by Pick-Up Service or against prepayment. When paying via Paypal or Pick-Up Service, the invoice amount is payable immediately. Paypal accepts all major credit cards.

With reference to the payments through credit cards, we explicitly inform our customers that in the event of any misuse of a payment card or the corresponding data, the authorised card owner can raise a claim to the issuer of the card for reversal of the booking or payment or for a refund.

**11. Risk and default of acceptance:** Unless otherwise agreed upon, the risks of transport during the delivery is borne by the user. If the user is in default of acceptance and the goods are returned to us, we are authorised to charge a fee for the return and storage of the goods as well as a new issue.

For reserving the goods, we calculate a fee of € 7 including taxes.

For warehousing the goods, we calculate a fee of € 1 including taxes per every calendar day.

For the new issue of the goods, we calculate a fee of € 7 including taxes.

Simultaneously, we are authorised to fulfil the contractual liabilities. We are also authorised to withdraw from the contract after setting a corresponding schedule and to evaluate the goods correspondingly. An already remitted purchase price is refunded after deducting the costs incurred by us.

**12. Reservation of proprietary rights:** The goods remain our property until full payment.

**13. Right to withdrawal and instructions:** Customers, who are the users in their respective residential countries in accordance with Austrian consumer protection acts or similar laws, can withdraw from the concluded contract, within 14 calendar days after receiving the delivery of ordered goods (for a contract clarification, issued in distance selling).

It is sufficient when a cancellation is sent as an informal letter within the schedule without specifying the reasons. Saturdays, Sundays and holidays are included while calculating the schedules.

In case of withdrawals, a refund of purchase prices including dispatch costs will be viable stepwise against the return of the goods, received by the purchaser.

The goods should be returned in unused and re-saleable condition and in the original packaging. Damages due to defective packaging, improper use or handling, which are found during the checking of properties and functionalities, are to be borne by the customer. By the term, checking of properties and functionalities, we mean the testing and sampling of the respective goods, as possible and accepted in the country specific business.

Books, which shows the wear and tear or damages as a result of improper handling, will not be taken back.

Incorrectly bound or printed books can be exchanged for free copies.

Please mark the faulty positions by using appropriate paper marks.

**Cancellation and returns:** are to be directed to:

Peter Mathis Photographs KG, Erlachstrasse 45, 6845 Hohenems, Austria

Your contact person: Ms. Gudrun Fenkart

E-Mail: [office@mathis-photographs.com](mailto:office@mathis-photographs.com) , Fax: +43-(0) 810 9554 019803

**14. Costs of return:** The costs of direct returns are borne by the retailer unless it concerns incorrectly bound or printed books. Returns are possible only in the original packing and as a sufficiently franked package dispatch. Please cancel the package document / return note for subsequent investigations.

If the goods are to be returned on a charged basis, we are authorised to deduct a corresponding amount or to invoice the same.

**15. Guarantee - customer service:** In case of queries, complaints or claims due to legal guarantee claims, please contact our customer service:

Peter Mathis Photographs KG, Erlachstrasse 45, 6845 Hohenems, Austria

Your contact person: Ms. Gudrun Fenkart

**Mo-Fr 09:00 – 17:00 Uhr**

P: +43-(0)55776-75083 - Fax: +43-(0) 810 9554 019803 - E-Mail: [office@mathis-photographs.com](mailto:office@mathis-photographs.com)

(The functional conditions of the telecommunication regulations of the client are applicable.)

**16. Compliant:** We make any effort to process your inquiry or complaint within two working days.

**17. Disclaimer:** Damage claims in case of ordinary negligence are excluded.

**18. Copyright:** Our books are copyrighted and intended solely for personal use. Any misuse; in particular processing, copying or reproduction, distribution, publication or public disclosure, in whole or in part thereof, whether in digital form, via remote data transmission or in similar form is not allowed and punishable by law if necessary.

**19. Data processing:** The customer agrees that his personal data, namely: name, postal address and email address is processed for the purpose of delivery of book purchase and may be saved. Personal data is notified to our dispatch partners to an extent that is required for the proper issuance of the goods.

If you are not in acceptance of the saving of your personal data or if it is incorrect, we shall initiate the deletion and corresponding correction as per your requirement, provided that this is possible as per the applicable laws. If commercial and legal retention periods are to be considered, the saving period of certain data amounts to 7 years.

If required, you would receive the information about all personal data, which we have saved, without any costs.

**20. Privacy Statement:** We absolutely comply with the strict regulations of the Austrian law on Privacy of Personal Data. The law of the Republic of Austria applies to the storage, processing and utilization of Personal Information, especially the Federal Law on Privacy of Personal Data (Datenschutzgesetz 2000, DSG 2000). With the DSG 2000, the EU directive on Privacy of Personal Data has been converted into national Austrian law. We will also administrate Personal Information which we acquire outside of Austria according to this law as far as stringent local law is not opposing it.

We will not share, sell, rent, trade or publish your Personal Information to third persons. We further reserve the right to communicate personal information to third parties if we are compelled to do so by law, judicial decision of an appropriate court, or order of an appropriate public authority or if we are compelled to protect or have enforced our property and/or assets through the appropriate official authorities as a consequence of acts or omissions on your part. [www.ris.bka.gv.at](http://www.ris.bka.gv.at)

Furthermore, we hereby refer to our data privacy statement - [EU-data protection](#).

**21. Use of Cookies:** Your search on our Website is not recorded by us. We do not save any cookies and do not generate any user profiles. The saving of cookies can also be prevented with the help of your personal Browser setting.

**22. Approval for receiving the marketing e-mails Mails - cancellation:** The customer agrees to receive messages of our company about our products, current offers and other company-related information with the help of marketing e-mails, especially Newsletters. The customer can any time cancel his approval for receiving such e-mails by resending an e-mail to the sender address "No more marketing mails".

**23. Jurisdiction agreement:** The business location and jurisdiction is the company office in Peter Mathis Photographs KG. In case of change of office, claims can be raised to the old and to the new operational addresses. The Austrian law is applicable. Applicability of UN purchase rights is excluded.

**24. Others:** If one or more conditions of these General Business Terms and Conditions become ineffective, the remaining conditions of this contract remains effective. If the conditions become ineffective, the content of the contract is governed as per the legal regulations.

May, 2018 – End of Terms and Conditions of Trade.

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