

§ 1 Applicability

The following General Terms and Conditions of Business (GTC), in the version valid at the time of ordering, shall govern the relationship between Alpenkoch e.U. and the Customer. Any other conditions, amendments, agreements are then effective then it was confirmed by Alpenkoch e.U. in the written form.

For sales to consumers within the Consumer Protection Law, the listed terms and conditions are valid otherwise the consumer protection law does not insist on other terms and conditions.

In case that individual agreements of the following terms and conditions will be invalid, the validity of the remaining terms and conditions have to be not affected.

§ 2 Contract conclusion

(1) The presentation of goods on our website and the granting of the possibility to order, do not represent a legally binding offer from our side. Only by ordering, the customer submit a binding order to deal the purchase contract. Before the final sending the order the customer has the opportunity to correct his/her order. The customer will receive an automatic acknowledgment of receipt per email. This confirmation does not represent some acceptance from our side. Purchase contract with us is valid only when we ship the ordered product to the customer or the order separately confirmed by another e-mail.

(2) In case of any typing, printing or calculation errors, we reserve the right to withdraw from the contract. The actual color of the product may partially differ from those in the photos.

(3) Orders may only be conducted by persons who are at least 18 years old.

(4) It sold all its products only in small amounts. Please note that all products are limited available and the available quantity which is reported by the offers from the actual stock may differ.

§ 3 Prices and Delivery Costs

The displayed prices are final excl. delivery costs. According to § 6 Abs. 1 Z 27 UStG VAT is not shown in the invoice.

Delivery costs are calculated as follows:

for Austria till 5 kg € 4.90, 6-15 kg € 7.00
for Germany till 5 kg € 11.90, 6-15 kg € 15.90
Other countries by agreement

From a purchase value of EUR 70.00 the delivery to Austria and from a value of EUR 100.00 to Germany is free of charge.

§ 4 Payment

Payment can be made in advance (in cash or by bank transfer) or cash on delivery. If you pay by cash-on-delivery we have to calculate EUR 1.50 collection fee additionally to the ordering and shipping costs. In Austria the post office will charge an additional transmittal fee of EUR 2.00. German post charged additionally delivery fee of EUR 2.00 in Germany.

§ 5 Revocation

(1) Revocation

You have the right to withdraw this contract within fourteen days without giving a reason.

The revocation period is fourteen days from the date on which you or a third party indicated by you, who is not the carrier, have taken the goods over. By a single order for multiple goods which are delivered separately or when ordering a product that is delivered in multiple lots or pieces, the revocation period

starts on the day that you or a representative from you by third parties, who is not the carrier, have taken the last ordered goods, part shipment or the final piece over.

To bear your right, you must contact us,

Alpenkoch e.U.
Groß-Enzersdorfer Str. 36/6
A-1220 Vienna
Email: alpenkoch@outlook.com

In case of clear statement (for example one letter consigned by post, fax or email) about your decision to withdraw from this contract, please inform us about it. For storage or the revocation period it is sufficient that you send your message concerning the realization of the right before the expiration of the revocation period.

(2) Revocation effects

If you withdraw from this contract, we will reimburse all payments we receive from you, including the shipping costs (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery than that offered by us, cheapest standard delivery), and repay immediately latest within fourteen days from the date on which the notification has been received through your cancellation of this contract with us. For this redemption, we use the same method of payment that you used in the original transaction, unless you expressly agreed otherwise; in any case you will be charged fees because of this repayment. In case that the method of the original transaction for repayment is not available (for example Cash-on-Delivery) will be repaid by bank transfer.

You have the goods promptly and in any case not later than fourteen days from the date on which you inform us about the cancellation of this contract, to return or pass to

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A-1220 Vienna
Email: alpenkoch@outlook.com

The deadline is kept if you send the goods before the deadline of 14 days. We may withhold reimbursement until we have received the returned goods back, or until you have gave us a proof that you have returned the goods earlier. The direct cost of goods returning are covered by you. You just have to keep in mind that we may return not full value of paid goods by you if we discovered that the goods lost their value, features, and functionality during your return of the goods or your bad handling with the goods.

(3) Special notes:

There is no right of revocation if

- the goods produced according to customer specifications or clearly tailored to personal needs of the buyer
- audio or video recordings or computer software (for example: CDs, DVDs that are delivered in a sealed package and they were unsealed after delivery,
- the goods that can spoil quickly or whose expiration date has passed,
- magazines, newspapers or magazines with the exception of subscription contracts for the supply of such publications

§6 Delivery

(1) A delivery is to Austria and Germany. Other countries by agreement only.

(2) The delivery is arranged to the delivery address given by the customer.

(3) If there is a force majeure for the delivery or other performance permanently impossible, our obligation is in such cases excluded. When the amounts are already paid by customer before, we will refund immediately.

(4) The delivery with standard shipments to Austria or Germany will be made no later than within 5 working days after ordering. We reserve the right to partial delivery if this is advantageous and reasonable for the buyer appears for a quick delivery. In this case the purchaser will have no additional shipping costs to be charged. If goods could not be shipped in exceptional cases, we inform the buyer immediately and we reserve the right to withdraw from the contract.

(5) The buyer itself is responsible for the acceptance of the delivery. If he/she in time of delivery cannot be reached or not other alternative delivery is possible, he/she takes own risk that the goods could get spoiled by his/her fault. A reimbursement of spoiled goods is therefore excluded. If the goods are still not delivered after two delivery attempts due to a lack of presence of a receiver, the goods will be returned to us. If the customer asks afterwards for the new delivery of the goods, we will charge EUR 19.90 for return order, new resend and additional processing fee.

§ 7 Obligations of Customers

The customer is obligated to assure his / her data (first and last name, shipping and billing address, email address, phone number, order quantity in the ordering form.

§8 Retention of ownership

Until all existing claims against the customer from the purchase agreement stay incomplete, the delivered goods remain our property.

§ 9 Warranty

In case of defects of the delivered goods, there are the statutory warranty rights.

§ 10 Liability

(1) In case of slight negligence are excluded any claims for damages. This limitation does not apply to injury to life, body and health.

(2) Alpenkoch arranges the shipments by a logistics service provider. Damage caused during transport should be reported under the logistics service provider. The customers themselves are responsible to claim obvious transportation damages directly to the logistics service company at the moment of taking over the goods.

(3) Excluded is the personal liability of legal representatives, agents and employees of Alpenkoch e.U..

§ 11 Privacy

Information on the way, extent and location of the collection, processing and use of your personal data can be found in the Privacy Policy.

§ 12 Applicable Law / Jurisdiction

The contract language is German. The concluded contract is subject to Austrian law. Exclusive jurisdiction is Vienna - Donaustadt.

§ 13 Severability, written form

(1) If any terms of these GTC should be wholly or partly invalid or void, this shall not affect the validity of the Terms and Conditions in other respects. Instead of the invalid or void terms the legal act.

(2) Changes or additions to these Terms and Conditions must be in writing form.

§ 14 Contact Information

Alpenkoch e.U., Groß- Enzersdorfer Str. 36/6, 1220 Vienna, Austria
CEO Yuriy Husar
Company registration number: FN 454719f, commercial register: Commercial Court Vienna
Tel: +43 660 3878765
Email: alpenkoch@outlook.com

§15 Language

The original version of the Terms set forth in the German language. Any translated version is provided only for your convenience and reference. In case of disputes the German version is the main.

Effective: September 2016