

# General Conditions of Contract

## **VALIDITY OF GENERAL CONDITIONS OF CONTRACT:**

All our business transactions are concluded on the basis of these General Conditions of Contract. All other general conditions of contract of customers are herewith explicitly denied. Whenever these General Conditions of Contract refer to consumers, the relevant provisions shall be valid for consumers, but not for businesses.

## **OFFER - INFORMATION ON CONCLUSION OF CONTRACT:**

All offers are without obligation and do not oblige us to perform.

Before an offer is given via Skinfit's web shop, the consumer is informed of the technical steps leading to conclusion of contract. Contracts must be concluded in the English or German language. The text of the contract (order confirmation) shall be sent to the consumer by e-mail without delay, however no later than on the following business day, and thereafter will no longer be electronically saved by Skinfit.

## **RIGHT TO CANCELLATION FOR CONSUMERS**

Consumers have the right to cancel this contract within fourteen days without giving a reason. The cancellation period is fourteen days from the date on which you, or a third party named by you who is not the carrier, took possession of the last goods/last partial delivery.

To exercise your right to cancellation, you must inform us of your decision to cancel this contract by means of a clear declaration (e.g. via a letter sent by mail, a fax, or an email). You can use the enclosed cancellation template for this purpose.

To protect the cancellation period, it is sufficient to send the notification of enforcement of the right to cancellation before the end of the cancellation period.

Consequences of cancellation: If you cancel this contract, we shall reimburse you with all payments which we have received from you, including the delivery costs (excluding additional costs which are incurred in the event that you have chosen a delivery method other than the standard delivery method offered by us), without delay and no later than within fourteen days from the date on which we receive notification of your cancellation of this contract. To refund your payment, we will use the same method which you used to make the original transaction, unless another method has been expressly agreed with you and under no circumstances will you be charged any fees as a result of this refund.

However, we can refuse to issue a refund until we have received the goods or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods without delay and in any case, within fourteen days from the date on which you inform us of the cancellation of this contract. The cancellation period is guaranteed if you return the goods before the expiry of the fourteen day period.

You shall be solely responsible for the direct costs of returning the goods.

You shall only be responsible for any diminished value of the goods if this loss is the actual result of unnecessary handling of the goods by you to check their characteristics, properties, features, and function.

## **CANCELLATION TEMPLATE:**

If you wish to cancel the contract, please complete this form and return it to us:

Send [by registered mail, email or fax as per company information] to:

- I/We (\*) hereby cancel the contract which I/We (\*) have entered into for the purchase of the following goods (\*)
- Ordered on (\*)/Received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notification on paper)
- Date

## **DELIVERY - SHIPMENT - RISK - DELIVERY TIMES:**

Failing explicit and written agreement to the contrary our merchandise shall be deemed sold „ex works“ (works means Skinfit Koblach), even if delivery is made free destination with Skinfit's or a third party's vehicle or in installments. Partial deliveries may be made. Our information on delivery times is approximate and non-binding. No claims shall be made by customers for indemnification because of delayed performance.

## **DEFECTS - WARRANTY - LIABILITY:**

We guarantee that the condition of our products shall be in compliance with contract. Notification of defects is to be made in writing by registered letter without delay, however no later than 7 days after receipt of the merchandise. A defect shall entitle the consumer to exchange or repair of merchandise. The date of the postmark shall be decisive. The consumer must demonstrate that the defect already existed at the decisive time, namely the time at which the risk passed. At its discretion Skinfit is entitled to satisfy claims for indemnification not only by exchange but also by repair or price reduction.

Minor deviations in dimensions or colour are not deemed a defect. If notification of defect is not made in time or in the form set out above, the merchandise shall be deemed accepted.

## **PAYMENT:**

Payment is to be made by means of credit card, in cash, bank transfer, or money wire without deduction in advance.

## **RESERVATION OF TITLE:**

The merchandise delivered by us shall remain our unrestricted property until all liabilities arising from the transaction including any current account liabilities have been satisfied in full.

## **PERFORMANCE - JURISDICTION - APPLICABLE LAW:**

Place of performance for delivery and payment is Koblach, AT; this also holds true for the case that the merchandise is contractually delivered at a different place.

This contractual relationship is governed by the laws of Austria and is not subject to the Convention Relating to a Uniform Law on the International Sale of Goods.

Sole jurisdiction for all disputes arising from this contractual relationship shall be held by the competent court of law for Koblach. We are, however, entitled to file a lawsuit in the customer's general jurisdiction. This stipulation of jurisdiction and applicable law is valid only insofar as jus cogens (for example for consumers) does not provide anything to the contrary.