

# TERMS AND CONDITIONS

## VALDERAMA.NET



For all business between valderama.net and customers only these general terms and conditions apply. They can be viewed online on valderama.net. When placing an order on valderama.net these general terms and conditions are automatically agreed.

Your contract partner is:

valderama.net  
Walter Jenner  
Gadaunererstraße 1  
5630 Bad Hofgastein

Email: office@valderama.net  
Commercial register Nr: 504 / 116786

### 1

## ORDER

1.1. The contract only becomes binding after receipt of either the order, or a written confirmation from valderama.net (via email or postal mail). Before such time, there is no entitlement to the ordered goods. Our offering is not binding. valderama.net reserves the right to error, delivery possibility and prior sale.

1.2. The delivered goods remain the exclusive property of valderama.net until full payment has been received.

### 2

## PAYMENT

Prepayment: After we receive your order, you will receive an order confirmation via email, with the full order amount and an order number. This confirmation will arrive via post, fax or email. Payment must be made via bank transfer.

### 3

## DELIVERY

3.1. We only accept advance payment (prior bank transfer into our specified account). As soon as payment is received your order is processed and then produced and sent.

3.2. Postage: We sent our products with the Austrian Post.

Delivery duration within Austria: 2 to 4 Working days.

Outside Austria: 5 to 10 Working days.

## 4

## TRANSPORT DAMAGE

Please check all deliveries for damage. If necessary, open in the presence of the post man, or other deliverer. Do not accept any package that has been opened, as so doing implies your silent, and binding, consent that said package has been received in perfect condition (in the event of any doubt, take the name of the deliverer).

## 5

## RIGHT OF WITHDRAWAL

PLEASE NOTE: The following right of withdrawal does not apply to the delivery of goods produced to your specific guidelines (§ 312d Abs. 4 BGB).

5.1. You may withdraw from the contract, without stating your reasons, within two weeks, in writing (Post, Fax or Email), or by returning the goods. This period begins, at the earliest, with your receiving of these instructions. To meet the time period stated, proof of above action having been taken, is sufficient.

5.2. Consequences of withdrawal

In the event of an effective withdrawal, all parties are obliged to return all received goods and services, and repay any usage made (e.g. Interest). Are you not able to return, completely or at all, received goods and services, then you are obliged to replace the value.

Generally you can avoid any value replacement obligation, by refraining from using or in any way damaging the value of the goods. The goods must be returned. If the delivered goods correspond to your order, then you are obliged to pay the return postage costs.

All payments must be made within 30 days of mailing your withdrawal declaration.

## 6

## DAMAGE

6.1. You lose the right to claim for obvious damage, if this is not claimed, in writing, within 14 days of receipt of the goods. To meet the time period stated, proof of postage is sufficient (postage stamp).

6.2. No responsibility will be taken for mistakes in the online-shop. Potential (slight) deviations in colour between pictures and delivered products are of a technical nature and are not constituted as mistakes.

6.3. No responsibility will be taken for damage due to failure to abide by the care instructions. Textiles are to be washed before they are worn, to remove any production residues. The T-Shirts should only be washed inside out and at 30 degrees. All textiles are not to be tumble dried.

Care instructions that differ from those stated here (e.g. higher washing temperature) will be attached with the goods.

## 7

## DATA PROTECTION

All data necessary for business transactions are saved in our IT and will not be given to any third parties. Our general terms of sale and delivery are seen to have been accepted through ordering.

In the event that one or more of the provisions of these terms and conditions should lose their validity, this will not affect the validity of the remaining terms and conditions in any way. An effective provision, which comes closest in meaning to the invalid provision, shall take its place.

With the arrival of these business and delivery terms, all previous business and delivery terms lose their validity.

## 8

## RETENTION OF OWNERSHIP

8.1. All deliveries are subject to retention of ownership. The orderer only receives ownership, when he/she has fulfilled all obligations. In the case of an ongoing invoice, the retention of ownership serves as collateral for our outstanding bills.

8.2. You have the right to dispose of the delivered goods in the customary goods traffic. You are not allowed to pawn of the goods. You are obliged to inform us of pawning, or any other encroachment of our rights through third parties, immediately.

Any right to payment outstanding, due to resale or any other legal reason (insurance or illegal action), for goods under retention of ownership, must be transferred to us

## 9

## BANK ACCOUNT

Walter Jenner  
Oberbank Bad Hofgastein  
Account: 325 0122 92  
Bank Code: 15095  
IBAN: AT651509500325012292  
SWIFT: OBKLAT2L