

TERMS AND CONDITIONS (T&C) FOR LEITNER LEINEN WEBSHOP CUSTOMERS

1. Scope of Application

- 1.1. F. Leitner KG, Stifterstraße 25, 4161 Ulrichsberg, FN 19347b, Austria (hereinafter “Leitner Leinen”) operates an online shop under the domain name www.leitnerleinen.com (hereinafter “the webshop”). In addition to bed and table linen, upholstery and furnishing fabrics, the webshop also offers other goods, specifically textile products.
- 1.2. The placing of orders (further details under point 3) and all other webshop transactions shall be governed exclusively by these terms and conditions. In placing an order with the webshop, customers agree that the present terms and conditions constitute a legal contract for the purposes of the transaction.
- 1.3. These terms and conditions do not constitute a permanent contract between the customer and Leitner Leinen, even in the event of repeated orders. Leitner Leinen reserves the right to change or modify the terms and conditions at any time.
- 1.4. Leitner Leinen explicitly repudiates any customer conditions that run counter to the present document. Customer conditions that deviate from this are only valid if Leitner Leinen has given its agreement to them in writing.

2. Customer obligations

- 2.1. Our online shop is for consumers only.
- 2.2. Orders **require prior registration** (provision of requisite information).

3. Conclusion of contract

- 3.1. **Presentation of products in the webshop** does **not constitute a binding offer** on the part of Leitner Leinen. It represents a non-binding illustration of our product range (i.e. goods distributed by Leitner Leinen).
- 3.2. By placing an **order** (i.e. confirming it by clicking on the button labelled “confirm order”) the customer makes a **binding offer** to Leitner Leinen to buy the products selected and entered on the order form.
- 3.3. Leitner Leinen shall be legally obliged to provide the customer with immediate electronic **confirmation** of receipt of the offer. An automated confirmation email will be sent upon receipt of the order. The confirmation email shall **not represent acceptance** of the order.
- 3.4. Leitner Leinen shall not be obliged to accept the customer's order. If Leitner Leinen declines the customer offer, Leitner Leinen shall inform the customer of this without undue delay.

- 3.5. Leitner Leinen may indicate its acceptance of the order either by means of a **separate declaration of acceptance** (e.g. by email) or by **physical delivery** of the products ordered. In the event of the latter, Leitner Leinen shall notify the customer (e.g. by email) of the shipment of the goods.

4. Sale or return

For certain specifically indicated products, orders may be placed on a sale or return basis on payment of a contribution to expenses as part of the ordering process. Products delivered on a trial basis shall be considered purely as a sample and in no sense subject to contract. No rights can therefore be inferred from the supply of a product on a sale or return basis and no declaration of acceptance by Leitner Leinen shall be deemed to exist. Leitner Leinen shall in particular not be under any obligation to accept an offer to buy and shall comply with the present terms and conditions (in particular point 3) in relation to orders placed after supply of a product on a sale or return (sample) basis.

5. Prices

- 5.1. The price of goods ordered shall be the price listed online at the time the order is placed.
- 5.2. Prices listed are gross prices (i.e. inclusive of VAT and all other taxes and surcharges). Delivery costs shall not be included in listed prices (see point 7).
- 5.3. Whilst Leitner Leinen will take every care to ensure the accuracy of information, occasional errors in prices shown for individual products in the webshop cannot be entirely precluded (e.g. due to inputting errors). In the event that a customer has placed an order for such a product, Leitner Leinen shall inform him/her of the actual price, upon which the customer may either confirm the order on the basis of the actual price or declare that s/he has no further interest in the order.
- 5.4. All figures quoted are approximate. Fabric/pattern colours may vary with dye, raw material and finish. The customer accepts colour variations and irregularities in yarn and fabric thickness. Since all goods are natural products, such variations are not considered defects.
- 5.5. Pattern repeat lengths are approximate (a "repeat length" being the size of the motif which when repeated gives rise to the pattern) and may vary from item to item. Prices shall be calculated on the basis of actual length rather than pattern repeat length.
- 5.6. An average shrinkage value is built into most products ("shrinkage" being the anticipated reduction in size after washing, expressed as a %). Shrinkage is not built in for smaller items such as napkins, pillows (up to a size of 50 x 50 cm), matching towels, etc., or for curtains. Bedspreads with fleece use fleece with a weight of 100g/m².
- 5.7. Prices for custom-made products and cut-to-size fabrics are available on request from shop@leitnerleinen.com or +43 7288 7017-0. Prices for non-standard sizes are not comparable with those for in-shop products of similar size. Non-standard sizes impose additional demands on the production process and costs have to be calculated accordingly.

6. Invoicing and payment

6.1. The full price (i.e. purchase price plus any delivery costs) shall be payable on conclusion of the contract (see point 3) and may be remitted by following payment methods:

6.1.1. Advance payment

If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

6.1.2. Credit Card

You provide your credit card details during the ordering process. Your card will be charged immediately after placing your order.

6.1.3. PayPal

In order to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal after placing the order. You will receive further instructions during the ordering process.

PayPal may offer registered PayPal customers further payment modalities in the customer account selected according to its own criteria. However, we have no influence on the offering of these modalities; further individually offered payment modalities affect your legal relationship with PayPal. You can find more information on this in your PayPal account.

6.1.4. Apple Pay

In order to pay the invoice amount via the payment service provider Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA ("Apple"), you must use the "Safari" browser, be registered with Apple, have activated the Apple Pay function, legitimise yourself with your access data and confirm the payment instruction. The payment transaction is processed immediately after placing the order. You will receive further information in the ordering process.

6.1.5. Klarna

In cooperation with the payment service provider Klarna Bank AB (publ.), Sveavägen 46, 111 34 Stockholm, Sweden ("Klarna") we offer you the following payment options. Payment via Klarna is only available to consumers. Unless otherwise specified below, payment via Klarna requires a successful address and credit check and is made directly to Klarna. Further information is provided with the respective payment option and in the ordering process.

6.1.5.1. Direct debiting via Klarna PayNow

You grant Klarna a SEPA direct debit mandate. Klarna will inform you about the date of charging your account (so-called prenotification). The account will be charged after the goods have been sent out.

6.2. In the event of a delay in payment, default interest shall be payable by the customer at a rate of 9% per annum.

6.3. Payments shall be offset first against any costs incurred, then against interest, and finally against capital.

6.4. In placing an order the customer agrees to receive invoices from Leitner Leinen in electronic form (an "electronic invoice" within the meaning of Article 11 paragraph 2 of the Value Added Tax Act UStG) The customer waives his/her right to receive invoices by post (i.e. paper invoices) and consents to receive invoices by email.

7. Delivery and shipping costs

- 7.1. Following the conclusion of the contract, Leitner Leinen will make every effort to deliver products without undue delay (see point 3). However, depending on the product ordered, delivery can occasionally take some time. Provided that **no other agreement** has been reached with the customer, and that Leitner Leinen has **not given notice of an alternative delivery date** prior to the conclusion of the contract, Leitner Leinen shall deliver the product ordered **no later than 30 days after the conclusion of the contract**.
- 7.2. Delivery shall be made to the delivery address specified by the customer when the order was placed. The customer shall be obliged to **notify Leitner Leinen** of any **changes in his/her contact information** (particularly address and email address) as long as the legal transactions specified in the contract have not been fully performed by both parties. In the absence of this, Leitner Leinen may legally direct any correspondence relevant to the transaction to the addresses originally provided by the customer.
- 7.3. Delivery shall be undertaken by one of a number of delivery services, depending on the delivery address, in addition to which the service provider will be notified of the customer's email address and telephone number in order to facilitate delivery. Terms of delivery and of other potential costs may be accessed at <https://gls-group.eu/DE/en/gtc-standard> and shall be communicated in detail to the customer before an order is placed.
- 7.4. Leitner Leinen shall be entitled to effect part deliveries in the case of an order for several products or for a single product consisting of several parts.
- 7.5. In the event that it is not possible to effect delivery to the customer because the latter cannot be reached at the delivery address provided or because the delivery address has been incorrectly indicated, the customer shall bear the costs of the unsuccessful delivery attempt and any return shipment costs incurred by Leitner Leinen.
- 7.6. Products delivered shall remain the property of Leitner Leinen until such time as payment is made in full.
- 7.7. The customer shall be liable for all duties and delivery charges and shall defray these either when placing or taking delivery of an order.
- 7.8. If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

8. Guarantee

- 8.1. Images of products in the webshop are purely illustrative in nature and Leitner Leinen cannot guarantee that different monitors and browsers will reflect the actual colour of goods.
- 8.2. Leitner Leinen assumes no liability for the accuracy of measurements provided by customers.

8.3. In accordance with legal requirements, Leitner Leinen guarantees that products will be **free of defects at the time of delivery**. Leitner Leinen is accordingly liable for ensuring that products possess the characteristics requested or normally required, that they correspond to their description and that they can be used in accordance with the terms of the transaction or agreement. Customers shall forfeit warranty rights where materials supplied by the metre are processed and/or cut to size.

8.4. Warranty rights for products acquired through the webshop shall lapse **two years after delivery**.

Should a defect become apparent within six months of delivery, it shall be deemed to have been present at the time of delivery. After six months have elapsed, the customer must prove that the defect was present, at least in its essentials, at the time of delivery.

8.5. In the event of a defect the customer may choose either to have the **fault rectified** or the item **replaced**. Leitner Leinen shall take action as appropriate within a reasonable period of time and with the least possible inconvenience to the customer. Where rectification or replacement is not possible, or would entail disproportionately high expenditure on the part of Leitner Leinen in comparison with other means of redress (dependent on the value of the non-defective item, the seriousness of the defect and the customer inconvenience associated with other means of redress), the customer is entitled to a **reduction** in price or to **cancellation** of the contract. However, the right to cancellation applies only in the case of major defects.

8.6. To the extent that the customer is a business person within the meaning of the Austrian Commercial Code (UGB), s/he must report any defects identified after delivery in the normal course of business within a reasonable time period of time, in accordance with UGB Section 377. In the absence of this, the provisions of Section 377 et seq of the UGB shall apply.

8.7. The finer the yarns used and the more elaborate the design, the more important it is to take the right care of them. Care instructions in product labels should be followed; failure to do so shall invalidate the warranty. The fabrics are woven from very fine yarns in elaborate designs. Gentle handling (loading washing machine at half capacity, maximum 60°C, delicates cycle, mild detergent without fabric softener and without bleach or brightening agents, gentle spin cycle) should lead to a longer-lasting enjoyment of products. Chlorine bleaches and stain removers may render the warranty invalid and should not be used. Overfilling a washing machine stresses fabrics. Dry flat, draped over several lines. Damp washing should never be left but should be hung up to dry immediately. Do not wash any products folded! Doing so will invalidate the warranty.

9. Liability for damages

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion

10. Contract language, applicable law and jurisdiction

- 10.1. The sole language used by Leitner Leinen for contracts, orders and conduct of business is German. Should Leitner Leinen communicate with a customer in another language, it will do so exclusively out of a desire to be responsive and in order to provide information. German language texts shall be the only ones which are legally binding, particularly in cases where a translated text is open to interpretation.
- 10.2. Transactions conducted via the webshop between Leitner Leinen and the customer shall be subject exclusively to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and rules on conflict of laws.
- 10.3. If the customer is a business person within the meaning of the UGB, the competent court having jurisdiction over Leitner Leinen's registered office shall be exclusively responsible for dealing with complaints against Leitner Leinen. However, Leitner Leinen shall be entitled to file a suit against the customer (namely a business person within the meaning of the UGB) at the court with jurisdiction for the customer's domicile or in a jurisdiction of Leitner Leinen's choice.

11. Online dispute resolution

- 11.1. The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>. We are neither obliged nor willing to participate in a dispute settlement procedure before a consumer dispute resolution body.