

## TERMS AND CONDITIONS (AGB) 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](http://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. 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/m<sup>2</sup>.
- 5.7. Prices for custom-made products and cut-to-size fabrics are available on request from [office@leitnerleinen.com](mailto:office@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 credit card, cash in advance or Paypal.

Further details of terms and conditions of payment and other potential costs may be accessed at [https://www.paypal.com/at/webapps/mpp/ua/useragreement-full?locale.x=de\\_AT](https://www.paypal.com/at/webapps/mpp/ua/useragreement-full?locale.x=de_AT) and shall be communicated in detail to the customer before an order is placed.

- 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://www.paypal.com/at/webapps/mpp/ua/useragreement-full?locale.x=de\\_AT](https://www.paypal.com/at/webapps/mpp/ua/useragreement-full?locale.x=de_AT) 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.

## 8. **Withdrawal from contract (applies only to consumers)**

8.1. In the event that the customer is deemed a consumer within the meaning of the Austrian Consumer Protection Act, s/he shall be entitled to **withdraw** from any contract concluded with LEITNER LEINEN within **fourteen days** of its conclusion without giving any reason for doing so.

8.2. The withdrawal period is **fourteen days** and **begins**:

- in the case of a **sales contract**, on the day when the customer or a third party nominated by the customer (this may not be the carrier) **takes delivery of** the product ordered;
- where several products are included in a **single order**, but are being **delivered separately**, on the day when the customer or a third party nominated by the customer (this may not be the carrier) takes delivery of the **final product** in the order;
- where goods are being delivered in **several shipments**, on the day when the customer or a third party nominated by the customer (this may not be the carrier) takes delivery of the **final shipment** or the **final product**.

8.3. Customers wishing to exercise their right of withdrawal from a contract should inform LEITNER LEINEN of their decision by means of an **unambiguous statement**.

This can be done:

- by post: F. Leitner KG, Stifterstraße 25, 4161 Ulrichsberg, Austria
- by fax: +43 (0) 7288 /7017-50
- by email: [shop@leitnerleinen.com](mailto:shop@leitnerleinen.com)
- by telephone +43 (0) 7288 /7017-0

LEITNER LEINEN provides a printable withdrawal form with each delivery, which can also be downloaded at <http://files.leitnerleinen.com/withdrawal-form.pdf>.

8.4. To meet the withdrawal deadline, it is sufficient for the customer to send the **notification** that s/he is exercising his/her right to withdraw **before the expiry of the withdrawal period** (see point 8.2).

8.5. In the event that the customer withdraws from the contract, LEITNER LEINEN shall refund any payments made immediately and at the latest within 14 days of receipt of notification of withdrawal.

The refund shall comprise the gross price paid by the customer for the product, including delivery costs. Additional costs of delivery options other than the free standard delivery provided by LEITNER LEINEN (e.g. express delivery) will not be reimbursed.

LEITNER LEINEN may refuse to reimburse the customer until the returned product has been received or until the customer provides proof that the product has been dispatched, whichever is earlier.

8.6. Customers withdrawing from a contract are obliged to return any products received to LEITNER LEINEN immediately and at the latest within 14 days of sending the notice of withdrawal (unless LEITNER LEINEN has confirmed in writing that it will collect the goods). The deadline for returning goods shall be deemed to be met if the product is dispatched within the deadline.

8.7. The **costs of returning goods** will be borne by the **customer**.

8.8. The customer shall **compensate** LEITNER LEINEN for any **loss of value** resulting from handling other than is necessary to ascertain the condition, properties and functionality of the product.

## 9. Exceptions to right of withdrawal

9.1. The **right of withdrawal** as described in point 8 applies to customers who are deemed to be consumers, and **not to**:

- goods that have been made to measure or **tailored** to specific personal needs **on customer instructions**,
- goods that **spoil rapidly** or whose **expiry date has been exceeded**,
- **newspapers and magazines** with the exception of subscription contracts relating to delivery.

LEITNER LEINEN shall inform customers before the conclusion of a contract in the event that the right of withdrawal does not apply.

## 10. Guarantee

10.1. 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.

10.2. LEITNER LEINEN assumes no liability for the accuracy of measurements provided by customers.

10.3. 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.

10.4. 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.

10.5. 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.

- 10.6. 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.
- 10.7. 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.

## 11. Liability for damages

LEITNER LEINEN assumes liability for damages in connection with the fulfilment of the contract only insofar as LEITNER LEINEN or persons associated with LEITNER LEINEN (i.e. agents) are deemed to have acted wilfully or with gross negligence. Exclusion of liability for minor negligence shall not apply in the event of personal injury (for which LEITNER LEINEN shall also be liable in respect of minor negligence).

## 12. Use of information - Privacy Policy

- 12.1. In order to correspond with customers and to ensure the smooth performance and fulfilment of the contract (registration, order processing, product supply, transaction handling, examination of claims filed after fulfilment of the contract, the sending of newsletters, etc.), LEITNER LEINEN requires certain personal data. The protection of customers' personal data and right to privacy is very important to LEITNER LEINEN. LEITNER LEINEN therefore adheres to the highest standards of security in order to ensure personal data is protected and only ever uses data in accordance with statutory regulations. All data is treated in the strictest confidence. When placing orders, the customer shall note and approve LEITNER LEINEN's privacy policy (accessible at <http://www.leitnerleinen.com/privacy-policy>) in which instructions and clarifications on the use of cookies and the analysis of user behaviour (like the use of Google Analytics, the Facebook-Pixel by Facebook, the Conversation-Tracking-Pixel by Pinterest or Twitter, the Like-Button by Facebook, the Tweet-Button by Twitter, the Pin-in-Button by Pinterest) are contained in particular.
- 12.2. In the context of registration as required for placing an order (see point2), LEITNER LEINEN will request and store the following information: **title** (as a consequence thereof the gender), **first- and familyname**, delivery and billing **address** and **email address**. It is also open to customers to provide a **telephone number**, which would then also be stored.

When an order is placed, additional **information on goods ordered** and **payment details** (credit card data, account information or other payment data) will be stored.

12.3. LEITNER LEINEN uses personal information for the **following purposes**:

- Creating and maintaining customer records for order handling;
- Billing;
- Keeping outstanding item-lists / accounting;
- Verifying compliance with conditions for registration and placing online;
- Correspondence relating to orders or contract performance. In this context customer address data may also be passed on to selected agents and sub-contractors (referred to as data processing companies);
- (Subject to the customer having previously agreed to receive promotional material), provision of information by email, text or fax, in person or by telephone, about LEITNER LEINEN'S product range (e.g. offers and updates), events, competitions, invitations, home delivery service etc.;
- (Subject to the customer having previously agreed to receive electronic notifications), classification by category (female/male, age group) for the purposes of supplying targeted information (by post or electronically) and (promotional) gifts. Form of address (i.e. gender) and date of birth will also be processed in this context;
- Use of anonymised sales records (i.e. with all personal references removed) for a period of 2 years in order to develop and optimise services and products and for in-house market research;
- Storage of order data and -information for the purpose of simplifying customers' reorders at a later time.
- In some circumstances individual-related-data (name and address) will be forwarded to advertising agencies and printers for the purpose of sending catalogues or Christmasmail. The forwarding to such data processing agencies takes place on the basis of appropriate agreements according to data protecting laws, which lets us procure that your personal data will only be used according to our instructions.

12.4. Consent to processing of personal data may be **withdrawn** at any time, as follows:

- by post: F. Leitner KG, Stifterstraße 25, 4161 Ulrichsberg, Austria
- by fax: +43 (0) 7288 /7017-50
- by email: [privacy@leitnerleinen.com](mailto:privacy@leitnerleinen.com)

### 13. Contract language, applicable law and jurisdiction

13.1. 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.

13.2. 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.

- 13.3. 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.