

About Us / Legal Notice

Our Address:

Original Wiener Punschkräpfen
Brigitte Bergbauer-Sauer
Hofzeile 3
A- 1190 Wien

Tel: +43 1 274 00 32

Fax: +43 1 274 00 32 15

E-Mail: original@wienerpunschkrapfen.com

Internet: www.wienerpunschkrapfen.com

(hereinafter referred to as the "Seller")

Scope of Application:

The Seller's offerings consist of goods and services.

All sales, deliveries and other services are provided exclusively in accordance with these general terms and conditions. We hereby expressly contradict the Purchaser's confirmations to the contrary that refer to his own business or purchasing conditions.

Divergent and conflicting conditions, changes or additions to this agreement shall be effective only after the Seller has expressly confirmed them in writing.

Delivery and Payment:

The prices apply as of the date the order is placed. All prices are in Euros and include 10% or 20% VAT.

Incidental shipping costs are automatically calculated by the shop software and added to the cost of the merchandise.

Duties and fees may also be levied on the merchandise ordered and the Purchaser is responsible for paying them. The amount of these fees is determined by the applicable local regulations.

Delivery will be made at the Purchaser's expense and risk.

Unless otherwise agreed, all invoices are payable immediately and without deduction.

Our online shop accepts payment from the following credit cards:

- Visa
- MasterCard

We cannot guarantee delivery within 3 working days.

Conclusion of the Contract:

The customer submits a binding purchase offer when placing an order through our online shop.

The purchase contract is concluded by means of the Seller's written acceptance and confirmation of the order (sent via e-mail).

Retention of Title:

The merchandise remains the property of the Seller until full payment has been made.

Right of Withdrawal According to § 5 e of the KSchG (the Austrian Consumer Protection Act):

The Purchaser (who is the consumer in terms of the Consumer Protection Act) can revoke a distance selling contract within seven working days, whereby Saturday is not considered a working day.

Upon exercising this right of withdrawal, the Purchaser is obligated to return the merchandise in its entirety in the unopened, original packaging. In any case, the merchandise must be returned in packaging which ensures its safe transport and it may be addressed to no one but the Seller. Otherwise, the Seller reserves the right to withhold from the refund of the purchase price an amount commensurate to the depreciation caused by the use of the merchandise. The Purchaser bears the expense of returning the shipment.

Warranty, Damages:

The Purchaser shall notify us in writing of any obvious defects in the merchandise within 7 days of delivery. Warranty claims are excluded for delayed complaints about obvious defects. In general, only the specified expiration date is deemed to be the warranty period. The Seller is not liable for defects arising from the improper storage or use of the merchandise.

All other claims are excluded; the Seller is not liable for damages on any legal grounds whatsoever.

Place of Performance, Jurisdiction:

The Seller's business location is the place of performance for deliveries and payments. Austrian substantive law shall apply, to the exclusion of the UN CISG (UN Convention on the International Sale of Goods).

All disputes arising from this contract shall be referred to the Austrian court that has jurisdiction *ratione loci* and *ratione materiae* in the matter.

Privacy Policy:

The Seller shall process personal data in order to fulfill the purchase agreement, in compliance with the applicable data protection law. The Seller is entitled to provide this data to authorized partners in order to fulfill the purchase agreement, to the extent necessary to fulfill the rights and obligations arising from the purchase agreement.

Security Guarantee:

For maximum security, the data is transmitted in encrypted form according to the standard SSL (Secure Socket Layer). This encryption method provides a way to conceal all data from unauthorized persons.

Miscellaneous:

Until we receive written notification of a different address, all notifications and declarations of intent shall have legal effect when sent to the address the Purchaser specified when placing the order. The Purchaser is obligated to completely and accurately provide all the information requested on the form when concluding the contract.

The Purchaser shall be liable for all costs arising for the Seller due to incorrect, incomplete and unclear information.

The Seller assumes no liability for the content of linked sites.