

Terms and Conditions

§ 1 Scope and contract partner

1.1. The following General Terms and Conditions as last amended at the time of order shall govern the relation between a customer (hereinafter referred to as "customer") and Karin Rausek, Rodaunerstrasse 42, A-1230 Wien (hereinafter referred to as "trader") arising from transactions made in the Online Store (www.rausekwinkelbauer.com) of Karin Rausek.

1.2. The customer can contact in case of any questions, complaints or suggestions as following: Karin Rausek, Rodaunerstrasse 42, A-1230 Wien, email: office@rausekwinkelbauer.com

§ 2 Conclusion of the contract

2.1. The trader offers new products to the customer in the Online Store, especially works of Art as paintings, drawings, prints and other goods. The trader's Online Store is just an invitation to the customer to make an offer to enter a purchase contract for the goods presented.

2.2. The customer may select items of the trader's range of goods and add them to the so-called "Cart" by clicking "Add to Cart". By clicking the button "inquire now", the customer submits an offer to buy the goods.

2.3. Goods will only be delivered in quantities suitable for an average household.

2.4. Before placing an order the customer may view and change the order details at any time by clicking the button "Go to Cart".

2.5. The customer will automatically be sent an e-mail message confirming receipt of the order listing the contents of the customer's order (Confirmation Email). This Confirmation Email does not represent the trader's acceptance of the offer to contract.

2.6. The contract becomes valid as soon as the trader has sent a declaration of acceptance. The trader is entitled, but not obligated, to accept the customer's offer to contract within 2 days after the trader received the order. The contract will not be concluded until the trader accepts the order by separate Email (Acceptance Email). Within the 2nd mail the customer will be informed in terms of delivery and payment and will receive the invoice. The contract will only be concluded for the goods which are available and listed in the Acceptance Email. The customer will receive a 3rd mail after incoming payment which will include relevant information as confirmation of receipt of payment and expecting delivery time and tracking code.

§ 3 Price

3.1. All prices are indicated as final prices, including value-added tax (20%) and delivery charges within the European Union. Regarding additional costs for deliveries outside the European Union see § 4 delivery terms.

§ 4 Availability of goods

The trader will deliver while stock lasts. Most of the products are unique and handmade pieces. In the event the ordered article is not available, the trader is entitled to withdraw from the contract. In that case, the trader will inform the customer without undue delay and may suggest the delivery of a similar article. If there is no product of the same/similar description available or if the customer doesn't want delivery of a similar article, the trader will reimburse to the customer all payments received from the customer.

§ 5 Delivery / Delivery charges

5.1. The goods will basically be delivered by Fedex Corporation or Österreichische Post.

5.2. After the trader has received the payments of the goods the trader will deliver immediately.

§ 6 Delivery terms

6.1. Delivery is made to the delivery address provided by the customer.

6.2. The trader will basically ship within countries of the European Union. For deliveries to all other countries, transport costs and other additional costs (customs etc.) will be determined separately after the customer has placed the order and the total costs will be communicated to the customer as soon as possible by email.

6.3. After the goods have been delivered to the carrier, the customer will receive an Email message confirming shipment of the goods (see § 2.2.6. conclusion of the contract).

6.4. The trader is entitled to withdraw from the contract after the 2nd attempt of delivering the goods was in vain. In that case the customer will receive full refund without undue delay.

§ 7 Terms of payment

7.1. The trader reserves the right to not accept certain methods of payment and only accepts prepayment.

7.2. The trader informs about his relevant bank details in the Confirmation Email. The invoice amount has to be transferred within 10 days to the provided account of the trader, otherwise the contract is declared null and void.

§ 8 Right of withdrawal

Information about the right of withdrawal

The trader informs about the general statutory withdrawal right in order of a distance contract as following:

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform the trader Karin Rausek, Rodaunerstrasse 42, A-1230 Wien, Email: office@rausekwinkelbauer.com of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

If you withdraw from this contract, the trader shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by the trader), without undue delay and in any event not later than 14 days from the day on which the trader is informed about your decision to withdraw from this contract. The trader will carry out such reimbursement using the same means of payment as you used for the initial transaction.

The trader may withhold reimbursement until the trader has received the goods back or you have supplied evidence of having sent back the goods.

You shall send back the goods or hand them over to Karin Rausek, Rodaunerstrasse 42, A-1230 Wien, Email: office@rausekwinkelbauer.com without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to the trader. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

§ 9 Transport

The trader bears the risk of damages during delivery process. If goods will be delivered with obvious transport damages, the costumer shall directly submit a complaint to the carrier and inform the trader as soon as possible to give the trader the possibility to claim from the carrier. It has no consequences for the statutory guarantee rights of the costumer if the costumer fails to submit a complaint to the carrier or doesn't inform the trader about the damages of the goods.

§ 10 Guarantee

The guarantee for defects in the purchased goods is geared towards the statutory requirements. This shall apply regardless of the statutory withdrawal right according to § 9. The trader will be liable for damages purely on the basis of § 8.

§ 11 Liability

11.1. The trader is only liable to the costumer for premeditation and gross negligence. In the case of simple negligence, the trader is only liable for injuries to life, limb or health or violation of a fundamental contractual duty. In case of a slightly negligent violation of substantial contract obligations, liability of the trader is limited to the amount of foreseeable and typical damages. The liability according to the law relating to product liability or in case the trader has given a guarantee about the quality of goods shall remain unaffected.

11.2. To the extent to which the liability of the trader is excluded or limited, this shall apply mutatis mutandis in favour of its legal representatives and auxiliary persons.

§ 12 Data Protection

It is very important to the trader to protect customer's personal data which customer discloses to the trader while the customer is using the Online Shop, and the trader collects, stores and uses those personal data only in accordance with the applicable Data Protection Regulations.

§ 13 Final Provisions

13.1. The contract is concluded in German and English language.

13.2. Contracts made between the trader and the customer shall be governed by the laws of the Republic of Austria, to the exclusion of the UN Sales Convention and reference norms of international private law.

13.3. For all disputes arising out of or in connection with the contract concluded over the website www.rausekwinkelbauer.com including the question of its conclusion, the parties agree to Austrian jurisdiction.

13.4. The invitation to treat within the scope of the Online Shop is made to consumers only.

13.5. If any provision of these General Terms and Conditions is or becomes invalid, this shall not affect the validity of the remainder of the provisions. The invalid provision shall be replaced by the applicable statutory provision. This shall apply mutatis mutandis if any gap in these General Terms and Conditions needs to be filled.

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