

GENERAL TERMS AND CONDITIONS

of

Oswin Soritz

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1. Contractual basis:

For the contracts concluded between Oswin Soritz (hereafter referred to as seller) and his contracting partners the written contractual agreements are exclusively effective as well as the following general terms and conditions in their respective version at the time of concluding the contract.

General terms and conditions of the seller's contracting partners are declined and not in force.

2. Tax information:

It is pointed out that the seller as a small entrepreneur exercises his right to choose invoicing his services without value added tax. The seller will therefore bill his invoices referring to the exemption from tax (e.g. free of value added tax due to the small business regulation). Therefore the seller's contracting partners have no right to claim input tax deduction.

3. Conclusion of contract:

a) The presented goods on the seller's website represent no binding offer, but are meant to invite the customer to propose his/her offer.

b) By sending an electronic ordering to the seller the contracting partner submits a binding offer for the conclusion of the purchase contract of the ordered product (usually in the shopping basket). By sending the electronic ordering, the contracting partner agrees to these general terms and conditions as relevant for the legal relationship with the seller.

c) The seller confirms the receipt of the contracting partner's order by sending a corresponding e-mail.

4.

Selling candles made of beeswax is the seller's main business. It is hereby pointed out that beeswax varies in its properties (mainly scent and colour) depending on its delivery. These handicraft products which are manufactured as unique pieces or in small series may differ according to their shapes and colours. Variations from the published photographs might occur as well. These variations – variations in some millimetres, in beeswax tapers even in some centimetres – are due to the manufacturing process and do not represent any kind of defect. Furthermore the contracting partner may not complain about slight damages of the products caused by storing, compressing or dispatching.

5.

The seller is not responsible for the incorrect use of candles and refers to the following safety instructions which have to be respected by all means:

a) Candles burn in the same way as an open fire, especially beeswax candles are in particular need of specific maintenance and may not be used without control.

b) Flammable matters may never be placed within the danger zone of the candle. Use the candle only in appropriate holders or on a sufficiently large fireproof mat which catches the wax which might drip from the candle. Make sure the surface is protected.

c) Store the candles in a place inaccessible to children.

d) The physical state of beeswax candles varies according to the temperature. Cold beeswax is rough and hard. Handle the candle with particular care to avoid its breaking. Protect the candle from direct sunshine. The candles may not be stored or used near heat sources.

e) Natural beeswax is used for producing the candles. Bee pollen or other impurities may favour the accumulation of carbon black at the end of the wick. In this case cut the wick in order to guarantee the smooth burning of the candle.

f) Never burn candles outdoor and avoid air draught.

6. Disclaimer:

Claims for compensation of the seller's contracting partner are excluded, as far as this has not been legally defined differently. This disclaimer includes the seller's legal representatives and vicarious agents as well.

7. Ban on offsetting:

A set-off right of the seller's contracting partner only exists, if his/her demand placed to the set-off has validly been disputed or is undisputed.

8. Prices/ payment/ due date of payment:

The seller's offers are available within Europe. They include all legal fees which have to be paid in Austria. Delivery charges are separately invoiced depending on the place where the purchased goods are to be sent.

By ordering the goods the contracting partner explicitly agrees that delivery charges are invoiced.

9. Terms of payment :

The contracting partner may select paying by prepayment, Paybal or credit card.

a)Prepayment:

The purchased item is only dispatched if the purchasing amount has been transferred on the seller's account. In case the amount has not been transferred on the seller's account within ten days after ordering, the customer receives a new request for payment. The non-payment is not considered as a cancellation of the contract.

b) Paybal:

Paybal is an online payment service which can be used by the contracting partner for paying his/her purchases.

c) Credit card:

The contracting partner may also use his/her credit card for paying, but it is clear that bank account details as well as credit card numbers are not passed on to a third party.

10. Data protection:

The seller processes his customers' data for handling his orders and servicing his customers via an electronic data processing system. The contracting partners agree to electronic data recording and processing as well as saving their data. The contracting partners also agree until declaring revocation to be informed about the seller's services and products via e-mail. No data will be passed on to a third party.

11. Delivery:

The delivery period depends on the demand and the offer of the product, is indicated in the product description and is filled in the form of the purchase confirmation. It is pointed out that no commercial transactions at a fixed date are concluded and dates of delivery only represent non-binding delivery targets. Claims for damages of the customer due to delayed delivery are excluded.

12. Right of withdrawal:

The contracting partner is allowed – provided that he/she is a consumer in compliance with the consumer protection act – to withdraw from the concluded contract within seven business days, without considering Saturday as a business day. This period starts with contracts about delivery of goods the day of their arrival at the consumer's, with contracts about providing services the day of the conclusion of the contract. The right of withdrawal is not provided for goods which are tailored for the customer or which are distinctly adapted to personal needs. Having declared withdrawal the contracting partner is obliged to return the product immediately.

13. Warranty:

The legal warranty rights shall be valid.

14. Retention of title:

All goods remain the seller's property until complete payment of the invoiced amounts.

15. Copyrights:

The rights on photographs, graphs and texts on his website and all information on his business papers as well as on his products belong exclusively to the seller. It is expressly forbidden to copy and distribute these photographs, graphs or products.

16. Applicable law and place of jurisdiction:

All contracts concluded with the seller are exclusively subject to the Austrian law excluding the UN Convention on the International Sales of Goods. The contract language is German. The exclusive place of jurisdiction for all disputes arising from the concluded contracts is the district court of Deutschlandsberg which has jurisdiction over the district 853.

17. Severability clause:

If some of the stipulations of this contract become ineffective or unfeasible or after concluding the contract they become ineffective or unfeasible, the effectiveness of the contract will not be prejudiced thereby. Instead, these ineffective or unfeasible stipulations shall be replaced by effective and feasible stipulations that come close to the same economic result which the contracting partners pursued by the ineffective and unfeasible stipulation. The above stipulations apply accordingly in the event that the contract is shown to have omissions. In the event of an ineffective or unfeasible stipulation the effectiveness of the remaining stipulations will not be prejudiced thereby.

The seller reserves the right to modify his general terms and conditions.

Customer service:

We are at your disposal for more information and questions at any time:

Telefon + Fax: +43/3467/8159

e-mail: info@butterandlamp.com