

GENERAL TERMS AND CONDITIONS

1. GENERAL

For sales, deliveries and all business transactions with Distillery Krauss GmbH, our following terms and conditions of business shall be deemed to be expressly and exclusively agreed upon, and they shall be the only applicable ones. Any other terms and conditions are expressly not accepted and shall not become part of the contract.

If there are different provisions depending on whether the transaction is a consumer or a business transaction, this shall be described separately below.

2. WRITTEN FORM

In the case of business transactions, the written form shall be agreed upon. Any agreements that deviate from the present General Terms and Conditions shall therefore only be effective if they have been agreed in writing.

In the case of consumer transactions, the consumer must provide evidence of the agreed deviation from the present General Terms and Conditions, should the situation arise.

3. CONTRACT CONCLUSION

Placing an order constitutes an offer to conclude a contract (not a legally binding contract conclusion).

The actual legally binding sales contract shall only be concluded when Distillery Krauss GmbH sends the ordered product to the customer and the dispatch is confirmed in an e-mail (dispatch confirmation).

4. PRICES

The prices stated on our website, including the statutory value added tax, shall apply exclusively. The prices quoted are subject to alteration. Typographical errors or technical errors concerning pricing are possible. Distillery Krauss GmbH reserves the right to reject orders based on an error in the pricing.

5. DELIVERY

Delivery shall be made from stock to the delivery address specified by the customer. The costs of carriage shall be paid separately and in addition to the price of the product. The flat rate delivery charge is EUR 8.00 per order. For orders of EUR 50.00 or above, delivery is free of charge. Distillery Krauss GmbH is entitled to make partial deliveries if individual products are not in stock. The customer shall be informed in advance by e-mail.

The goods shall be shipped exclusively to Austria. We have linked partner companies for deliveries to Germany and Switzerland.

6. PAYMENT TERMS

Unless otherwise agreed, the purchase price is due for payment when placing an order. Acceptable payment methods are prepayment, instant bank transfer and credit card. Prepayments shall be made without deduction to the account stated in our invoices.

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Credit card payments are due on the day of the order.

In the case of business transactions, annual interest on arrears shall be payable at 8% above the base interest rate.

In the event of late payment, reminder fees will be charged in the amount actually incurred and documented, but at least EUR 4.00 per reminder.

7. PROTECTION OF MINORS

The supply of alcohol to young people under the age of 18 is prohibited by law. Our product range containing alcohol is therefore intended exclusively for adults. When placing your order, you are assuring us that the recipient of the goods is at least 18 years old.

8. RIGHT OF WITHDRAWAL

In accordance with Section 5e of the Austrian Consumer Protection Act, customers who are consumers within the meaning of the Consumer Protection Act may withdraw from a contract (or contract declaration) concluded under the Austrian statutory mail order regulations within a period of 14 working days from receipt of the delivery of the ordered goods. It is sufficient if the declaration of withdrawal is sent within that period.

9. RETENTION OF TITLE

The ordered goods remain the property of Distillery Krauss GmbH until payment is made in full. The retention of title is included in all our ranges, and reference is always expressly made to the retention of title in the preliminary correspondence of a business transaction. This is so that there is no doubt about a legally binding agreement on the retention of title.

10. WARRANTY and LIABILITY and binding COMMITMENTS

a. Warranty

The obligation to report defects amounts to three days in the case of business transactions. In the event of a complaint against Distillery Krauss GmbH that does not place in due time, stating the nature and proof of the defect (e.g. photos) - as far as this is possible and reasonable - the customer shall lose their right to make warranty claims in the business transaction.

In the case of larger-scale transactions, the buyer – if also a business person – must be able to prove at least a random check in order not to lose their right to make warranty claims.

The defective goods shall be returned to Distillery Krauss GmbH with details of the identified defect.

Distillery Krauss GmbH undertakes to provide the customer with defect-free replacement goods, provided the defect existed at the time of delivery.

Warranty claims are limited to the total of the invoice amount.

Commercial or technical minor deviations of the goods do not constitute a defect within the meaning of the law and are not covered by the warranty.

The burden of proof for such a negligible defect lies with Distillery Krauss GmbH.

That's the spirit

b. Liability

In the case of business transactions, Distillery Krauss GmbH shall only be liable for material damage in the event of gross negligence, and with a maximum sum of EUR 3,000,000.00.

c. Binding commitments in the case of business transactions

In the case of business transactions, commitments in respect of warranty or damage claims, agreements on prices or deliveries or risk assumptions shall only be binding and legally valid if they have been made in writing by the Quality Management (QM) Department or the management itself.

11. COPYRIGHT

The books we distribute are protected by copyright.

12. DATA PROTECTION

We protect the private information you submit to us. The information collected in our offer is used exclusively to make the purchase as pleasant as possible for you. We do not share your personal information for others to use. The customer acknowledges that the order details are automatically processed and stored. The customer expressly agrees to the inclusion of their address details in our customer database.

You may also unsubscribe from our notification service at any time by sending an e-mail with the subject "unsubscribe" to the e-mail address office@distillery-krauss.com.

13. JURISDICTION

The competent court in Deutschlandsberg (Austria) or Graz (Austria) is agreed as the place of jurisdiction for all disputes arising from the business relationship.

Austrian law is expressly applicable to all legal matters relating to business transactions.

The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

2. SEVERABILITY CLAUSES

Should individual provisions of these General Terms and Conditions violate legal provisions or moral standards and for this reason be ineffective, then the remaining points, which do not violate law or moral standards, shall remain unaffected and the remaining provisions shall continue to apply.

In the case of business transactions, in place of the provision that violates law or moral standards, an agreement shall be reached that comes closest to the original purpose of the provision.

In the event of any disputes arising from these General Terms and Conditions with regard to the interpretation of individual provisions, the German version shall be binding.

Responsible for the General Terms and Conditions: Dr. Carmen Krauss

Date of last modification: 19/03/2020

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